



MEETING AGENDA – SEPTEMBER 30, 2014

BOARD ROOM  
4000 EAST RIVER ROAD NE  
ROCHESTER, MN 55906

4:00 PM

Call to Order

1. Approval of Minutes

Public Utility Board - Regular Meeting - Aug 26, 2014 4:00 PM

2. Approval of Accounts Payable

Accounts Payable- September 2014

3. Open Comment Period

*(This agenda section is for the purpose of allowing citizens to address the Utility Board. Comments are limited to 4 minutes, total comment period limited to 15 minutes. Any speakers not having the opportunity to be heard will be the first to present at the next Board meeting.)*

4. Regular Agenda

1. Professional Services for CRM and MRS Projects

Resolution: Professional Services for CRM and MRS Projects

2. Public Power Week October 5-11, 2014

Resolution: Public Power Week 2014

3. Financial Operation: Authorized Signatures

Resolution: Financial Operation Authorized Signatures

4. Customer Data Policy

Resolution: Customer Data Policy

5. Informational: Review of Data Recipients

6. Life Support Policy Change Reflecting The August 2014 Minnesota Legislation Revisions

Resolution: Life Support Policy

7. Board Meeting Schedule 2015

5. General Managers Report

6. Management Report

7. Other Business

8. Adjourn

*The agenda and board packet for Utility Board meetings are available on-line at [www.rpu.org](http://www.rpu.org) and <http://rochestercitymn.igam2.com/Citizens/Default.aspx>*



MEETING MINUTES – AUGUST 26, 2014

COMMUNITY ROOM  
4000 EAST RIVER ROAD NE  
ROCHESTER, MN 55906

4:00 PM

Call to Order

- 1. Jerry Williams called the meeting to order at 4:00 PM

*Mr. Williams announced that item 4-2 would be pulled from the agenda and will be added to the September 30th meeting agenda.*

- 1. Approval of Minutes

Public Utility Board - Regular Meeting - Jul 29, 2014 4:00 PM

<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Wojcik, Board Member
<b>SECONDER:</b>	Dave Reichert, Board Member
<b>AYES:</b>	Wojcik, Williams, Reichert, Stahl, Browning

- 2. Approval of Accounts Payable

A/P Board listing

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Dave Reichert, Board Member
<b>SECONDER:</b>	Michael Wojcik, Board Member
<b>AYES:</b>	Wojcik, Williams, Reichert, Stahl, Browning

**NEW BUSINESS**

Open Comment Period

*(This agenda section is for the purpose of allowing citizens to address the Utility Board. Comments are limited to 4 minutes, total comment period limited to 15 minutes. Any speakers not having the opportunity to be heard will be the first to present at the next Board meeting.)*

Open Comment Period

*Mr. Williams opened the meeting for comments from the public.*

*The following members of the public came forward to speak:*

*Ray Schmitz, Rochester MN, commented on the RPU Data Policy that was pulled from the agenda. He stated we should allow IPAD a State Agency, to review our Data Policy and referenced to paragraph 5 of the FBA. He also wanted to know what our Tennessee warning will look like.*

*Tom Deboer, Rochester, MN, is supportive of the proposed new rate structure. He would like to see more \$ in the tree trimming budget. There are rows of pine trees by his house that have never been trimmed and after the storm last year it was quite a mess for staff to clean up and he was concerned about their safety. He was also concerned that the lack*

*of trimming could lead to more outages. He was also concerned about our fixed costs rising, and the customer charge rising and would like to see us control our fixed costs.*

3. Consideration Of Bids

1. Consideration of Bids (#2014-14) Chester Electrical Labor & Equipment Contract

*The lowest responsible bidder was a little over the estimated bid of \$380,000. Neil Stiller, Senior Electrical Engineer, said this was due to the engineering estimate being done back in 2012, a lot of activity in construction right now, and to meet the CAP X time frame the bid needed to be moved up in order to save money.*

Resolution - Chester Electrical Labor & Equipment Contract

*BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a contract with Hooper Corporation and to request the Mayor and the City Clerk to execute the contract for*

*Solicitation #2014-14*

*Chester Substation Electrical Labor & Equipment Contract*

*The amount of the contract to be FOUR HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED THIRTY EIGHT AND 00/100 DOLLARS (\$475,638.00).*

*Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26th day of August, 2014.*

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Wojcik, Board Member
<b>SECONDER:</b>	Roger Stahl, Board Member
<b>AYES:</b>	Wojcik, Williams, Reichert, Stahl, Browning

2. Consideration of Bids Silver Lake Plant Asbestos Removal & Repair

*Tony Dzubay, Manager of Power Resources and the Institute for Environmental Assessment, Inc. (IEA) consultant, gave a presentation to the Board regarding the proposed Asbestos Removal and Repair contract with Mavo Systems Inc. Mavo Systems is local, uses in house staff resulting in lower man hours. IEA as well as the Department of Health will be doing air monitoring throughout the project. Mavo has experience with SLP. Tony added that employee safety procedures will be discussed with Staff. The project is set to begin on September 15th, 2014 with a completion date of August 2015.*

Resolution- SLP Asbestos Removal & Repair Services

*BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a contract agreement with Mavo Systems, Inc. And that the Common Council authorize the Mayor and the City Clerk to execute the agreement for*

*Asbestos Removal and Repair Services at the Silver Lake Plant*

Minutes Acceptance: Minutes of Aug 26, 2014 4:00 PM (Approval of Minutes)

*The amount of the contract agreement to be SIX HUNDRED FORTY SIX THOUSAND ONE HUNDRED EIGHTY FOUR AND 00/100 DOLLARS (\$646,184.00) and Mavo Systems, Inc. Being lowest responsible bidder.*

*Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26<sup>th</sup> day of August, 2014.*

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Dave Reichert, Board Member
<b>SECONDER:</b>	Michael Wojcik, Board Member
<b>AYES:</b>	Wojcik, Williams, Reichert, Stahl, Browning

#### 4. Regular Agenda

##### 1. Approve Rates for 2015-2017

*Mark Kotschevar, RPU General Manager, opened the rate discussion with a recap of the events leading up to the proposed rate increase for 2015-2017.*

*A notice of the proposed rate adjustment was provided to the public via the paper of record. The notice directed the public to submit any comments on the proposed rate changes to Tony Benson. Tony stated he had received a total of four comments: one phone call, one letter, one letter to the editor, and one email. The phone call and letter raised concerns about the cost of mailing the Opower report to residential customers and the ability to afford the 3.5% increase. The letter to the editor connected the rate increase to the decommissioning of SLP and the reduction in the demand ratchet being a cost shifting to the public. In reality had SLP not been decommissioned the proposed rate increase would have been larger. The \$5 to \$7 million savings from the decommissioning helped reduce the ultimate rate increase. While the demand ratchet is being reduced for the commercial customers, that revenue loss was recovered by adjusting the energy rate for that class to avoid any cross subsidization from other rate classes. The email asked that several attachments be sent to the Board, which was done on August 20th. Those attachments contained information from a pending Xcel Energy rate case regarding decoupling and customer charges. Dirk Bierbaum, and Dru Larson, Key Account Reps said they have received no feedback from their commercial accounts.*

*Mr. Wojcik stated that the public is supportive and the increase is less than the rate of inflation and our customers understand the cost of doing business.*

*Mr. Williams asked what the average was with all of the zero % rate increase years from 2010-2013 which with 8 years 9.9% increase was about 1.24% total increase which is way below inflation. He also said we did our community proud with the zero % increases.*

*Mr. Wojcik had some concerns but thought we should move forward. Moving from Cost Basis to Utility Basis gives us sufficient income to replace assets.*

*Mr. Reichert commented about the various rate class increases.*

*The question was asked "what does RPU pay for generation only? Wholesale .07 KWH.*

*Ray Schmitz made the comparison to Xcel. Which of the 2 systems respond to the needs of the rate payers. Stating we need Public Comments. His final comment was on decoupling, which it was explained that there is a decoupling rebate on the bill.*

*The three year rate increase will be brought to the City Council with proper notification and public comment available. Mr. Williams commented that the Board has a*

responsibility to follow the local charter, and the Board took a lot of time and many hours with the consultant that was hired. Mr. Williams assured the public that "the Board took its responsibility seriously and he is proud of what the Board has done". He also stated that the business partners like the 3 year rate structure because it is nice for budgeting.

Mr. Williams held up the 3 reports that Mr. Schmitz brought up and said he appreciated them and stated the public noticed sessions were made very clear.

Mr. Wojcik said the biggest decision will be going to Utility Basis cost structure.

Mr. Browning said our new rates are lower and the customer charge is lower than our neighboring Utility Co.

Mr. Reichert asked the question "how does a utility stay afloat with declining use?" We need to position ourselves for the future. We do not want to be a PUC.

Mr. Wojcik handed out a draft of some questions he would like staff to answer in the future. The questions:

1. We understand that RPU conservation programs work, but how is it affecting the big picture?
2. What is the relationship between income/wealth and energy consumption?
3. Do all income levels benefit from RPU rebates and are those rebates reducing energy consumption?
4. What is the relationship between peak monthly usage and peak time usage?
5. How accurate are RPU's load/consumption forecasts?

Management recommended the Board proceed with the recommendation to the City Council for increasing the electric retail revenues as proposed. The increase for the typical residential customer was \$2.86 per month in 2015, \$1.50 per month in 2016 and \$1.53 in 2017.

There will be a Committee of the Whole meeting with City Council on September 8th and the Final approval will go to City Council on September 15th. No further notice is required.

Public comment will be accepted at the City Council meeting on September 15th.

Resolution- Approve Rates

*BE IT RESOLVED* by the Public Utility Board of the City of Rochester, Minnesota, to approve and recommend to the City Council an overall general electric rate increase for 2015-2017 by 3.5%, 1.7% and 1.7% respectfully based on the individual customer classes effective January 1, of each year and approve the following existing and modified rate schedule reading as follows:

<i>Residential Service (RES)</i>	<i>Large General Service</i>
<i>(LGS)</i>	
<i>Residential Service-Dual Fuel (RES-DF)</i>	<i>Large Industrial</i>
<i>Service (LIS)</i>	
<i>Residential-High Efficiency HVAC (RESELGEO)</i>	<i>Interruptible Service</i>
<i>(INTR)</i>	

Minutes Acceptance: Minutes of Aug 26, 2014 4:00 PM (Approval of Minutes)

General Service (GS)  
(CSL)

City Street Lighting

General Service-High Efficiency (GS-HEF)

Traffic Signals (TS)

General Service Time-Of-Use (GS-TOU)  
(HL)

Highway Lighting

Medium General Service (MGS)

Security Lighting (SL)

Medium General Service-High Efficiency (MGS-HEF)  
(CDS)

Civil Defense Sirens

Medium General Service Time-Of-Use (MGS-TOU)

*Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26<sup>th</sup> day of August, 2014.*

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Roger Stahl, Board Member  
**SECONDER:** Michael Wojcik, Board Member  
**AYES:** Wojcik, Williams, Reichert, Stahl, Browning

2. Customer Data Policy

Resolution: Customer Data Policy

*The Customer Data Policy will be placed on the September 30th Board Agenda.*

**RESULT:** TABLED [UNANIMOUS]  
**Next:** 9/30/2014 4:00 PM  
**AYES:** Wojcik, Williams, Reichert, Stahl, Browning

3. Financial Operation Authorized Signatures

Resolution-Financial Operation Authorized Signatures

*BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, that the following person or persons are hereby authorized for and in behalf of the City of Rochester, D/B/A Rochester Public Utilities, to endorse or cause to be endorsed such documents regarding deposits, checks, drafts, investments or any other matter necessary for or pertaining to the financial operation of the Rochester Public Utilities.*

*Mark Kotschevar*

*Bryan Blom*

*Tina Livingston*

*Judy Anderson*

*Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26th*



day of August, 2014.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Roger Stahl, Board Member
<b>SECONDER:</b>	Michael Wojcik, Board Member
<b>AYES:</b>	Wojcik, Williams, Reichert, Stahl, Browning

- 4. MOU 2015 Medical Plan IBEW (Office and Clerical)

*Linda Hillenbrand, Director of Human Resources, updated the Board on the IBEW MOU Medical Plans. A survey was done with Employees and the options include choices/ tiers, and a high deductible plan. The plan will focus on implementing preventative care thus reducing healthcare costs and will cover the entire family. RPU will have the same rate structure as last year.*

Resolution- MOU 2015 Medical Plan IBEW (Office and Clerical)

*BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, that the Common Council of the said City is requested to approve the revised language in the MOU between the City of Rochester and IBEW, Local 949 (Office and Clerical) and the City of Rochester Public Utility Board effective January 1, 2015 and that the Common Council authorize the Mayor and the City Clerk to execute the document.*

*Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26<sup>th</sup> day of August, 2014.*

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Wojcik, Board Member
<b>SECONDER:</b>	Dave Reichert, Board Member
<b>AYES:</b>	Wojcik, Williams, Reichert, Stahl, Browning

- 5. MOU 2015 Outside Group Medical Plan IBEW

Resolution- MOU 2015 Outside Group Medical Plan IBEW

*BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota that the Common Council of the said City is requested to approve the revised language in the MOU between the City of Rochester and IBEW, Outside Group, Local 949, and the City of Rochester Public Utility Board effective January 1, 2015 and that the Common Council authorize the Mayor and the City Clerk to execute the document.*

*Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26<sup>th</sup> day of August, 2014.*

Minutes Acceptance: Minutes of Aug 26, 2014 4:00 PM (Approval of Minutes)

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Wojcik, Board Member
<b>SECONDER:</b>	Roger Stahl, Board Member
<b>AYES:</b>	Wojcik, Williams, Reichert, Stahl, Browning

6. Proposed Plan for 2015 SAP Projects- Informational

*Patty Hanson presented to the Board an informational presentation on the proposed plan for 2015 SAP Projects.*

*Four separate projects will come to the board for approval, the first proposal will be brought to the September meeting.*

<b>RESULT:</b>	<b>NO ACTION</b>
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Mr. Williams left the meeting at 5:25 PM.

5. General Managers Report

- There were a record number of website hits in July. Tony Benson said many of these came from a few select locations, likely due to the high profile job openings that RPU had during this time.
- The July Financials were looking good despite cooler temperatures.
- SMMPA Board rate increase will be discussed at next month's meeting
- SMMPA member Larry Johnston will retire in 2015

6. Management Report

7. Other Business

- Southtown Heights; overhead vs underground lines
- Customer Data Policy- comments from Terry Adkins
  - o Annual disclosure- add to policy

8. Adjourn

1. **Motion to:** Motion to adjourn at 6:13 PM

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Wojcik, Board Member
<b>SECONDER:</b>	Mark Browning, Board Member
<b>AYES:</b>	Wojcik, Williams, Reichert, Stahl, Browning

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# ACCOUNTS PAYABLE

Meeting Date: 9/30/2014

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**SUBJECT: Accounts Payable- September 2014**

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**PREPARED BY: Mary Borgschatz**

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Approval of Accounts Payable

## ROCHESTER PUBLIC UTILITIES

### A/P Board Listing By Dollar Range

For 08/14/2014 To 09/15/2014

Consolidated & Summarized Below 1,000

1                    **Greater than 50,000 :**

2			
3	SOUTHERN MN MUNICIPAL POWER A	Monthly Billing	8,507,686.61
4	XCEL ENERGY CORP	CapX - LaCrosse Project CMA	1,031,505.41
5	EATON CORP	Indoor Switchgear	410,742.00
6	CONSTELLATION NEWENERGY-GAS D	SLP Pilot and Boiler Gas	278,999.73
7	THE ENERGY AUTHORITY INC	TEA Resource Fee and MISO Xmission	273,407.03
8	MK PAINTING INC	Exterior Coating #91	106,000.00
9	SPARTA CONSULTING INC	Sol Man Consulting	72,640.00
10	MASTEC NORTH AMERICA INC	2014 Directional Boring/Misc Excavation	71,043.30
11	SPARTA CONSULTING INC	Flex G/L Consulting	70,156.00
12	MN DEPT OF HEALTH	Community Water Supply Fee, July - Sept	59,187.00
13			
14		<b>Price Range Total:</b>	<b>10,881,367.08</b>
15			

16

17                    **5,000 to 50,000 :**

18			
19			
20	EVOQUA WATER TECHNOLOGIES LLC	Reverse Osmosis Unit	47,996.03
21	WRIGHT TREE SERVICE INC	2014 Hourly Tree Contract	44,995.63
22	PEOPLES ENERGY COOPERATIVE (P	Monthly Compensable, 8/1/14-8/31/14	44,276.65
23	BILLTRUST dba	Credit Card/Billing/Mailing/IVR Services	40,430.34
24	MUELLER EQUIPMENT SERVICE	GT1 Starting Diesel Repair	32,756.52
25	SHI INTERNATIONAL CORP	2014-2017 VMware Maintenance & Renewal	31,807.42
26	BLUESPIRE STRATEGIC MARKETING	2014 RPU Plugged In Contract	31,567.89
27	RESCO	SL Pole, 25', Residential, 21' Mtg Ht	28,876.77
28	THE ENERGY AUTHORITY INC	TEA MISO Activity	27,064.80
29	WESCO DISTRIBUTION INC	Trans, PM, 3ph, 500kVA, 13.8/8, 208/120	26,670.12
30	WESCO DISTRIBUTION INC	Trans, PM, 3ph, 500kVA, 13.8/8, 480/277	25,125.24
31	MAYO FOUNDATION	*CIP - Cooling Equipment	24,626.80
32	OPOWER INC	2014 Home Energy Reports	24,000.00
33	MENARDS INC	CIP Conserve & Save Rebates	23,880.00
34	SPARTA CONSULTING INC	Supply Chain Training	22,080.00
35	WESCO DISTRIBUTION INC	Trans, PM, 1ph, 50kVA, 13.8/8, 240/120	22,042.21
36	BAKER TILLY VIRCHOW KRAUSE LL	2014 Audit Fees	21,464.70
37	MACKS LLC	CIP Conserve & Save Rebates	20,259.27
38	WESCO DISTRIBUTION INC	Trans, PM, 3ph, 300kVA, 13.8/8, 480/277	19,897.97
39	UTILITY FINANCIAL SOLUTIONS L	Elec cost of service/rate design study	17,690.00
40	MK PAINTING INC	Exterior Recoating #98	17,000.00
41	MCR PERFORMANCE SOLUTIONS INC	Develop MISO Historical Attachment O	16,275.00
42	USIC LOCATING SERVICES INC	2013-2014 Locating Services	14,546.00
43	MINNESOTA ENERGY RESOURCES CO	SLP Boiler Gas	13,842.53
44	WESCO DISTRIBUTION INC	Wire in Duct, AL, 600V, 4/0-2/0 Tri Urd	13,828.20
45	U S ALLIANCE GROUP	Credit Card Processing Fees, Aug 2014	13,281.82
46	RESCO	Switch, PM, Air, 3PH, 2-600SW/2-200F PSE	12,966.08
47	CENTURYLINK	2014 Monthly Telecommunications	12,906.91
48	ALL SYSTEMS INSTALLATION INC	Zumbro River Sub Fiber Cabinet	12,584.00
49	MASTEC NORTH AMERICA INC	Manhole rebuild- 2nd St SE/Alley East	12,538.75
50	MASTEC NORTH AMERICA INC	Manhole rebuild- 3rd Ave/2nd & 3rd St SW	12,538.75
51	VISION COMPANIES LLC (P)	Organizational Strategy	12,525.00
52	SHORT ELLIOTT HENDRICKSON INC	Decommissioning Insp (Sprint 4G upgrade)	12,500.00

## ROCHESTER PUBLIC UTILITIES

### A/P Board Listing By Dollar Range

For 08/14/2014 To 09/15/2014

Consolidated & Summarized Below 1,000

53	USIC LOCATING SERVICES INC	2014-2015 Locating Services	12,368.00
54	JENNINGS, STROUSS & SALMON PL	FERC Filing	12,349.85
55	MASTEC NORTH AMERICA INC	Installation of splice valuts	12,000.00
56	TKDA	Prof Engr Design & Construction Insp Svc	11,764.67
57	ITRON INC	Itron Maintenance, 1Sept2014 - 31Aug2015	11,000.10
58	CUSTOM COMMUNICATIONS INC	Install Digital Monitors SC & SLP	10,993.16
59	MK PAINTING INC	AP Contract Retentn	10,900.00
60	THE ENERGY AUTHORITY INC	Miso Weekly Transmission	10,480.33
61	MASTEC NORTH AMERICA INC	Repair bad primary cable - Woodland Dr S	10,100.00
62	RESCO	Conduit, HDPE, 2.00, Empty	9,990.68
63	D P C INDUSTRIES INC	2014 Hydrofluorosilicic Acid - Delivered	9,863.02
64	WESCO DISTRIBUTION INC	Trans, PM, 1ph, 100kVA, 13.8/8, 240/120	8,977.50
65	BOB BRAATEN CONSTRUCTION INC	Change Order # 1	8,714.60
66	STUART C IRBY CO INC	Staples, 1.50x .375, Serrated Copper	8,656.88
67	MAYO FOUNDATION	CIP Conserve & Save Rebates	7,996.16
68	WELLS FARGO BANK ACCT ANALYSI	2014 Banking Services	7,847.09
69	WRIGHT TREE SERVICE INC	Lump Sum Tree Clearance Trimming 712D	7,845.53
70	POWER SYSTEMS ENGINEERING INC	Services related to Downtown LRP	7,568.72
71	MASTEC NORTH AMERICA INC	Badger hills Lighting	7,483.40
72	CITY OF ROCH - AIRPORT	*CIP - Cooling Equipment	7,080.00
73	D P C INDUSTRIES INC	2014 Carus 8500 Aqua Mag Kjell F35	6,891.20
74	ULTEIG ENGINEERS INC	Q9 Distribution Upgrade Analysis	6,591.50
75	STADSVOLD LAWN & LANDSCAPING	Irrigation system replacement around new	6,523.88
76	XYLO TECHNOLOGIES INC	2014 Timothy Myers - Corp Svs/IS	6,123.00
77	WESCO DISTRIBUTION INC	P/C, 120V-305V, 20 yr	6,091.88
78	WELLESLEY EVENT MANAGEMENT	Travel, Regis, SAP Reporting, Teng, Bly,	5,997.00
79	ARNOLDS SUPPLY & KLEENIT CO (	2013-2014 Monthly Cleaning Services	5,887.74
80	TURBOCARE INC	Nozzle Tip, 185gpm 80 Deg, GT	5,771.25
81	MN PIPE & EQUIPMENT	Hydrant, 6 ft 6 in	5,617.36
82	SIEMENS INDUSTRY INC.	Switch, Air, Unit Arm, 3ph, 600A, LB	5,553.23
83	XYLO TECHNOLOGIES INC	2014 Dominic Avila - Corp Svcs/IS	5,544.00
84	EVOQUA WATER TECHNOLOGIES LLC	Service Technician	5,279.63
85	WESCO DISTRIBUTION INC	Trans, PM, 1ph, 15kVA, 13.8/8, 240/120	5,119.83
86	ALL SYSTEMS INSTALLATION INC	Zumbro River Sub Fiber Cabinet Labor	5,109.69
87	CHARTER MEDIA	advertising spots 7/28 - 8/31/2014	5,004.00
88	PITNEY BOWES PURCHASE POWER	Postage	5,000.00

**Price Range Total: 1,040,926.28**

### 1,000 to 5,000 :

96	D P C INDUSTRIES INC	2014 Chlorine, 150 lb Cyl	4,863.50
97	POWER ENGINEERS INC	Outage Mapping Services	4,862.14
98	OLM COUNTY AUDITOR/TREASURER	OWEF Energy Purchase	4,791.23
99	HIBU INC	2015 Yellowbook Advertising	4,782.54
100	HAWK & SON'S INC	Chester Substatoin Breaker	4,748.00
101	FAIRWAY OUTDOOR FUNDING LLC	2014 Digital Billboard Contract	4,400.00
102	MANSFIELD OIL COMPANY	Fuel Oil, IBM Gen-Set #1	4,346.16
103	MILESTONE MATERIALS	Gravel for coal yard area	4,333.83
104	RESCO	Three Phase VT Pack Ratio 2.5:1	4,229.40
105	TASSON JAY	CIP Conserve & Save Rebates	3,950.00

## ROCHESTER PUBLIC UTILITIES

### A/P Board Listing By Dollar Range

For 08/14/2014 To 09/15/2014

Consolidated & Summarized Below 1,000

106	BORDER STATES ELECTRIC SUPPLY	METER, FM2S CL200 240V 3 ERT KWH+,KWH	3,928.00
107	VISION COMPANIES LLC (P)	Consulting Services	3,900.00
108	ARNOLDS SUPPLY & KLEENIT CO (	Lawn Mowing Services	3,839.00
109	ARNOLDS SUPPLY & KLEENIT CO (	2013-2014 Alternates	3,740.63
110	VERIZON WIRELESS	2014 Cell & Ipad Monthly Service	3,683.30
111	BADGER METER INC (P)	Meter, Bare 5/8x3/4" Badger Disc	3,655.13
112	CRESCENT TRAINING INC (P)	VMware Site Recovery Mgr Training	3,590.00
113	WESCO DISTRIBUTION INC	CT, Primary, 15kv 200/5, High Accuracy	3,571.44
114	IDEXX DISTRIBUTION CORP	Collert, 100ml	3,520.84
115	AFFILIATED CREDIT SERVICES IN	2014 Third Party Collections	3,445.12
116	DOYLE CONNER CO INC (P)	Concrete repair @ 8 AVE SE & 20 ST SE	3,420.00
117	WESCO DISTRIBUTION INC	Trans, PM, 1ph, 15kVA, 13.8/8, 240/120	3,413.23
118	SHI INTERNATIONAL CORP	2014 Enterprise Support & Maintenance	3,399.63
119	MASTEC NORTH AMERICA INC	Centurion Ridge Sub	3,369.61
120	BORDER STATES ELECTRIC SUPPLY	Wire, AL, 600V, 4/0-2/0 NEU YS Tri Urd	3,276.79
121	POMPS TIRE SERVICE INC	Backhoe tires	3,207.52
122	BADGER METER INC (P)	Meter, Bare 2" Badger Disc	3,161.36
123	LOURDES HIGH SCHOOL	CIP Conserve & Save Rebates	3,120.00
124	BARR ENGINEERING COMPANY	Silver Lake Dam Inspection	3,103.32
125	TWIN CITY SECURITY INC	Security Services April-May	3,090.42
126	BORDER STATES ELECTRIC SUPPLY	Capacitor, 100 kVar, 7970V, Two Bush	3,056.63
127	AIR COMPRESSOR AND PUMP PARTS	Recir. Orifice 150 Gpm, Feed Pump	3,000.00
128	CRESCENT ELECTRIC SUPPLY CO	Wire, Copper, 600V, 12-2 Solid w/Grd, UF	2,987.11
129	BORDER STATES ELECTRIC SUPPLY	Cutout, 14.4kV, NLB, 100A	2,953.92
130	ENVENTIS dba	Catalyst 2960S 24 GigE LAN base	2,906.40
131	YETTER DAREND	Lawn Mowing Services	2,859.00
132	DAKOTA SUPPLY GROUP	K switch	2,800.00
133	COMFORT INN HOTEL	CIP Conserve & Save Rebates	2,780.08
134	ENVENTIS dba	Cisco UC ph 7945 gig ethernet	2,744.00
135	KAHLER HOSPITALITY GROUP	CIP Conserve & Save Rebates	2,625.00
136	K & K HAULING	WA / service repair / 1184 plumber cir	2,600.00
137	HI LINE UTILITY SUPPLY CO (P)	Pull Tape, Printed, .750" x 3000'	2,588.41
138	METRO SALES INC	Maintenance per Copy Costs	2,508.36
139	SOLARWINDS INC	2015 Network Performance Renewal	2,508.00
140	K & K HAULING	Too deep for RPU Equip	2,500.00
141	WESCO DISTRIBUTION INC	Elbow, 15kV, 600A, NLB,750 AL Compr Str	2,472.00
142	SHI INTERNATIONAL CORP	Safeword 2008 Etoken Mobile pass	2,468.81
143	EXPRESS SERVICES INC	2014 Fred Rahn - Field Svcs	2,467.63
144	WESCO DISTRIBUTION INC	Conn, Trans, 1/0-1000, 8-Tap, Bare	2,441.88
145	STATE CHEMICAL SOLUTIONS	Solvent, SSD-55 Electric Solvent	2,357.13
146	ENVENTIS dba	2011-2014 Total Care Support	2,270.00
147	PRATT & WHITNEY POWER SYSTEMS	MANIFOLD-PRESS, BL VAL, ASSY OF	2,264.65
148	BORDER STATES ELECTRIC SUPPLY	Wire, ACSR, #4, 6/1, Swan	2,263.49
149	T E C INDUSTRIAL INC	GT Diesel parts	2,235.38
150	CRESCENT ELECTRIC SUPPLY CO	Elbow, Steel, 36.0 R, 5.00	2,199.49
151	VIKING ELECTRIC SUPPLY INC	Conduit, PVC Sch 40, 4.00	2,113.03
152	ADVANCED DISPOSAL SVC SOLID W	2014 Waste Removal Services - SLP	2,111.63
153	K & K HAULING	SA service repair	2,100.00
154	WESCO DISTRIBUTION INC	CT, XL Window 2000/5 600V High Accuracy	2,052.00
155	BORDER STATES ELECTRIC SUPPLY	Terminator Cover, For CS Terminators	2,037.57
156	NALCO COMPANY	DI Vessels, Anion, CC	2,019.94
157	ALL SYSTEMS INSTALLATION INC	Camera Replacement - stock yard	1,993.22
158	MASTEC NORTH AMERICA INC	Manhole rebuild- 5th Ave/2nd & 3rd St SW	1,983.00

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## ROCHESTER PUBLIC UTILITIES

### A/P Board Listing By Dollar Range

For 08/14/2014 To 09/15/2014

Consolidated & Summarized Below 1,000

159	MASTEC NORTH AMERICA INC	Manhole rebuild- 5th Ave/3rd St SW	1,983.00
160	MASTEC NORTH AMERICA INC	Manhole rebuild- 1st Ave/3rd St NW	1,983.00
161	GRAYBAR ELECTRIC COMPANY INC	Conduit, Flexible, Corrugated PVC, 3.00	1,938.98
162	BADGER METER INC (P)	Meter, Bare 3" Badger Compound Round Flg	1,907.72
163	THE ENERGY AUTHORITY INC	Weekly MISO	1,903.00
164	SARGENTS LANDSCAPE NURSERY INC	*Tree Replacements, Narr residence, Oak	1,900.00
165	ADVANCED DISPOSAL SVC SOLID W	2014 Waste Removal Services - SC	1,896.34
166	SCHICK THEODORE	Four Pillars of Customer Service	1,851.00
167	DELL MARKETING LP	Latitude E7440, 14" laptop	1,849.57
168	DAKOTA SUPPLY GROUP	Bronze Swivel Connection, .750, 3/4	1,830.00
169	ANDREWS ROBERT	CIP Conserve & Save Rebates	1,800.00
170	MK PAINTING INC	Interior Seam Sealing/Caulking #98	1,800.00
171	ALL SYSTEMS INSTALLATION INC	Camera replacement, SLP	1,736.72
172	VIKING ELECTRIC SUPPLY INC	Wire for e-power	1,734.45
173	AMERICAS SAP USERS GROUP INC	2015 Membership Dues	1,725.00
174	CARBON DAY AUTOMOTIVE dba	2014-2016 Software Main Car Chrg Station	1,703.00
175	VAN DIEST SUPPLY COMPANY	Herbicide, Oust XP	1,692.90
176	STUART C IRBY CO INC	Pedestal Cover, Box Style, FG	1,667.25
177	BORDER STATES ELECTRIC SUPPLY	Lock, Trans. Security	1,654.43
178	CITY OF ROCHESTER	Workers Comp	1,641.02
179	KONECRANES INC	July 2014 annual maintenance crane inspe	1,640.53
180	MSIR 6 LLC	CIP Conserve & Save Rebates	1,624.00
181	CHURCH OF THE SAVIOR	CIP Conserve & Save Rebates	1,560.00
182	GRAYBAR ELECTRIC COMPANY INC	Conn, CRL, SL, #4Cu-0.33 Theft	1,542.22
183	STUART C IRBY CO INC	Switch, Air, 2 Arm, 1ph, 600A, NLB	1,497.32
184	UNITED RENTALS INC	Boom Rental	1,497.17
185	BORDER STATES ELECTRIC SUPPLY	Trans Pad, FG	1,478.08
186	STUART C IRBY CO INC	Pedestal Base, Secondary, FG, w/o Cover	1,474.88
187	BARR ENGINEERING COMPANY	Water Sustainability Study Services	1,466.00
188	NOVASPECT INC	Software Support for Data Aggregation	1,455.40
189	STUART C IRBY CO INC	U-Guard, 5.0" x 10', Steel	1,449.23
190	WESCO DISTRIBUTION INC	CT, Bar Type, 600/5 600V High Accuracy	1,440.00
191	HANTON, MARY	* Customer Refund - CCS 300000526459	1,436.03
192	STUART C IRBY CO INC	Wire, AL, 600V, #2-#2 ACSR NEU Quad	1,404.00
193	SHI INTERNATIONAL CORP	Nessus ProfessionalFeed Subscription	1,398.99
194	STUART C IRBY CO INC	Pedestal Cover, Box Style, FG	1,389.38
195	BAIER GERALD	2014 Garage Sweep Jan-December	1,389.38
196	CROWN LIFT TRUCKS	Frame -Ridg-U-Rak	1,376.16
197	BORDER STATES ELECTRIC SUPPLY	Current Limiting Fuse, 50A, Maysteel Cap	1,362.66
198	DOBLE ENGINEERING COMPANY	Equipment Repair SC	1,361.00
199	MADSEN BRIAN	2013-2014 Printer Maintenance contract	1,331.66
200	FORBROOK LANDSCAPING SERVICES	Watermain Break - 2562 Boulder Ridge Ln	1,319.15
201	RESCO	Arrester, 10kV, Dist, Riser MOV	1,318.84
202	PRAIRIE EQUIPMENT CO LLC	Inverter and fuse kit for v539, Lawrence	1,289.98
203	ENVENTIS dba	2014-2017 Monthly Data Services	1,283.01
204	ENVENTIS dba	Sec plus license w/HA DMZ VLAN	1,274.40
205	SCHAD TRACY SIGNS INC	RPU logo Sign	1,256.00
206	UNITED RENTALS INC	Cut-off Saw, Diamond Blade	1,245.04
207	STUART C IRBY CO INC	Pedestal Base, Secondary, FG, w/o Cover	1,229.07
208	SMS SYSTEMS MAINTENANCE SERVI	2014 Server Maintenance	1,215.03
209	INSTITUTE FOR ENVIRONMENTAL	Asbestos Project Design	1,199.99
210	PAYMENT REMITTANCE CENTER	Travel, APPA Financials Conf, Blom, regi	1,195.00
211	THE ENERGY AUTHORITY INC	TEA MISO activity	1,181.87

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## ROCHESTER PUBLIC UTILITIES

### A/P Board Listing By Dollar Range

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212	BORDER STATES ELECTRIC SUPPLY	Conn, Fire-On, Lug, 2 Hole, 336 - 477	1,179.26
213	GUNDERSON JAMES LEE	Well House 18	1,160.00
214	STUART C IRBY CO INC	2014 Rubber Goods Testing & Replacement	1,155.00
215	VIKING ELECTRIC SUPPLY INC	Conduit, PVC Sch 40, 3.00	1,154.66
216	ENVENTIS dba	2014-2017 Total Care Support	1,135.00
217	BADGER METER INC (P)	Meter, Bare 1" Badger Disk	1,128.60
218	SPECIALTY TURF & AG INC	Grounds material / PO	1,110.43
219	PAYMENT REMITTANCE CENTER	Newegg.com, five hard drives	1,108.99
220	MN PIPE & EQUIPMENT	Valve, Gate, MJ, 6.0	1,104.00
221	WESCO DISTRIBUTION INC	CT, X-Large Window 1500/5 600V w/Base	1,083.71
222	U HAUL #726083	CIP Conserve & Save Rebates	1,072.75
223	RESCO	Heat Shrink Insul. Tape, 15kV, 2" x 25'	1,063.41
224	RYAN ELECTRIC OF ROCHESTER IN	DN tanks project	1,061.00
225	STEVE BENNING ELECTRIC	New power for mixing motor, Willow Reser	1,048.00
226	ROCHESTER ARMORED CAR CO INC	2014/15 Pick Up Services May-April	1,041.89
227	VIKING ELECTRIC SUPPLY INC	Cable Pulling Lube	1,032.41
228	RORAFF TRACY	CIP Conserve & Save Rebates	1,025.00
229	BORDER STATES ELECTRIC SUPPLY	Conn, CRP SL, #4-2/0 CU only	1,011.77
230	CITY OF ROCHESTER	Medical	1,009.44
231	GUNDERSON JAMES LEE	Well House 20	1,000.00
232	MK PAINTING INC	Grinding or Power Tool Cleaning #98	1,000.00
233			
234			
235		<b>Price Range Total:</b>	<b>300,474.07</b>
236			
237			
238	<b><u>0 to 1,000 :</u></b>		
239			
240			
241	EXPRESS SERVICES INC	Summarized transactions: 52	24,745.94
242	REBATES	Summarized transactions: 89	16,186.86
243	BORDER STATES ELECTRIC SUPPLY	Summarized transactions: 59	9,310.54
244	G & K SERVICES	Summarized transactions: 100	6,847.56
245	Customer Refunds (CIS)	Summarized transactions: 64	6,666.85
246	PAYMENT REMITTANCE CENTER	Summarized transactions: 53	5,202.41
247	WESCO DISTRIBUTION INC	Summarized transactions: 28	4,572.37
248	STUART C IRBY CO INC	Summarized transactions: 20	4,178.67
249	MN PIPE & EQUIPMENT	Summarized transactions: 27	4,001.00
250	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 38	3,940.00
251	CRESCENT ELECTRIC SUPPLY CO	Summarized transactions: 38	3,645.72
252	GRAYBAR ELECTRIC COMPANY INC	Summarized transactions: 9	3,094.91
253	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 18	2,099.02
254	CITY OF ROCHESTER	Summarized transactions: 9	1,913.00
255	DAKOTA SUPPLY GROUP	Summarized transactions: 18	1,896.03
256	ENVENTIS dba	Summarized transactions: 9	1,751.07
257	KORTERRA INC	Summarized transactions: 2	1,722.84
258	HALLIDAY PRODUCTS INC	Summarized transactions: 5	1,706.60
259	METRO SALES INC	Summarized transactions: 5	1,675.05
260	CLAREY'S SAFETY EQUIPMENT dba	Summarized transactions: 7	1,671.64
261	GRAINGER INC	Summarized transactions: 19	1,664.36
262	CENTURYLINK	Summarized transactions: 6	1,620.99
263	SCHMIDT GOODMAN OFFICE PRODUC	Summarized transactions: 6	1,592.69
264	ALTEC INDUSTRIES INC	Summarized transactions: 5	1,574.45

## ROCHESTER PUBLIC UTILITIES

### A/P Board Listing By Dollar Range

For 08/14/2014 To 09/15/2014

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265	MISSISSIPPI WELDERS SUPPLY CO	Summarized transactions: 10	1,555.10
266	INNOVATIVE OFFICE SOLUTIONS L	Summarized transactions: 59	1,548.08
267	TWIN CITY SECURITY INC	Summarized transactions: 2	1,545.25
268	ARNOLDS SUPPLY & KLEENIT CO (	Summarized transactions: 12	1,474.36
269	MASTEC NORTH AMERICA INC	Summarized transactions: 3	1,410.00
270	ZEE MEDICAL SERVICE INC (P)	Summarized transactions: 5	1,366.39
271	ROCH PLUMBING & HEATING CO IN	Summarized transactions: 4	1,358.57
272	NAPA AUTO PARTS (P)	Summarized transactions: 32	1,322.69
273	WIESER PRECAST STEPS INC (P)	Summarized transactions: 5	1,310.13
274	RESCO	Summarized transactions: 4	1,300.75
275	VEOLIA ES TECHNICAL SOLUTIONS	Summarized transactions: 6	1,212.53
276	INTERSTATE MOTOR TRUCKS INC	Summarized transactions: 6	1,210.24
277	LAWSON PRODUCTS INC (P)	Summarized transactions: 8	1,206.62
278	BEST BUY BUSINESS ADVANTAGE d	Summarized transactions: 6	1,145.88
279	SHI INTERNATIONAL CORP	Summarized transactions: 2	1,111.40
280	ALTERNATIVE TECHNOLOGIES INC	Summarized transactions: 2	1,000.00
281	YETTER DAREND	Summarized transactions: 1	974.70
282	ONLINE INFORMATION SERVICES I	Summarized transactions: 1	973.80
283	RIESS CHAD	Summarized transactions: 5	971.45
284	DELL MARKETING LP	Summarized transactions: 5	961.75
285	REBATES	Summarized transactions: 11	941.00
286	BAIER GERALD	Summarized transactions: 1	930.00
287	FORBROOK LANDSCAPING SERVICES	Summarized transactions: 6	893.85
288	SCHLINK WALTER	Summarized transactions: 3	892.38
289	HALO BRANDED SOLUTIONS	Summarized transactions: 5	883.08
290	CHARTER COMMUNICATIONS HOLDIN	Summarized transactions: 1	881.76
291	MN MUNICIPAL UTILITIES ASSN C	Summarized transactions: 1	880.00
292	A T & T	Summarized transactions: 2	874.51
293	SEE SANG	Summarized transactions: 1	869.00
294	DRUGG JESSICA	Summarized transactions: 1	869.00
295	MERIT CONTRACTING INC (P)	Summarized transactions: 2	850.00
296	OPEN ACCESS TECHNOLOGY	Summarized transactions: 1	788.06
297	NALCO COMPANY	Summarized transactions: 13	787.75
298	TSP INC	Summarized transactions: 3	774.06
299	WILLIAMS JERRY	Summarized transactions: 2	772.31
300	BROCK WHITE COMPANY LLC	Summarized transactions: 12	769.75
301	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 2	749.16
302	SHORT ELLIOTT HENDRICKSON INC	Summarized transactions: 1	741.93
303	FEDEX	Summarized transactions: 18	721.88
304	COOK WILLIAM	Summarized transactions: 3	707.14
305	RONCO ENGINEERING SALES INC	Summarized transactions: 4	706.71
306	FIRST CLASS PLUMBING & HEATIN	Summarized transactions: 4	702.24
307	ELECTRICAL CONSULTANTS INC (P	Summarized transactions: 1	697.00
308	CLARK CONCRETE INC	Summarized transactions: 1	675.00
309	SOLARWINDS INC	Summarized transactions: 1	670.11
310	AUTHORIZE.NET	Summarized transactions: 1	638.60
311	J J KELLER & ASSOCIATES INC	Summarized transactions: 1	615.60
312	CDW GOVERNMENT INC	Summarized transactions: 8	609.64
313	ROCH AREA BUILDERS INC	Summarized transactions: 2	575.00
314	AMER PUBLIC POWER ASSN	Summarized transactions: 1	561.09
315	REINDERS INC	Summarized transactions: 2	559.23
316	MISSISSIPPI WELDERS SUPPLY CO	Summarized transactions: 5	558.90
317	G & K SERVICES	Summarized transactions: 4	555.56

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## ROCHESTER PUBLIC UTILITIES

### A/P Board Listing By Dollar Range

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318	IDEXX DISTRIBUTION CORP	Summarized transactions: 3	550.32
319	HACH COMPANY	Summarized transactions: 2	545.21
320	FASTENAL COMPANY	Summarized transactions: 18	542.01
321	UNITED RENTALS INC	Summarized transactions: 3	538.00
322	STAHL ROGER	Summarized transactions: 1	537.20
323	ELPERT MONTE	Summarized transactions: 3	529.74
324	VICTORIAS RISTORANTE & WINE B	Summarized transactions: 1	527.35
325	FRONTIER	Summarized transactions: 2	524.94
326	BLACKBURN MANUFACTURING CO	Summarized transactions: 2	524.55
327	T E C INDUSTRIAL INC	Summarized transactions: 5	518.53
328	STATE CHEMICAL SOLUTIONS	Summarized transactions: 3	509.49
329	JACKSON SIDNEY	Summarized transactions: 3	506.62
330	TOTAL RESTAURANT SUPPLY	Summarized transactions: 4	506.24
331	NARDINI FIRE EQUIPMENT CO INC	Summarized transactions: 2	481.62
332	CLEMENTS GM PARTS	Summarized transactions: 6	472.11
333	IRON MOUNTAIN DBA	Summarized transactions: 2	460.68
334	BADGER METER INC (P)	Summarized transactions: 13	442.79
335	PACE ANALYTICAL SERVICES INC	Summarized transactions: 3	440.00
336	DALCO CORPORATION	Summarized transactions: 1	424.40
337	HAWKINS INC	Summarized transactions: 4	422.59
338	SCHEEL LAWRENCE	Summarized transactions: 2	417.11
339	PYROPRESS ENGINEERING	Summarized transactions: 1	416.50
340	TWO SOCKETS - TWO METERS INC	Summarized transactions: 2	413.02
341	INSTITUTE FOR ENVIRONMENTAL	Summarized transactions: 2	389.58
342	NOVASPECT INC	Summarized transactions: 1	388.86
343	MSC INDUSTRIAL SUPPLY CO INC	Summarized transactions: 12	377.86
344	GARCIA GRAPHICS INC	Summarized transactions: 2	375.00
345	HAWK & SON'S INC	Summarized transactions: 1	360.00
346	REGIONAL CONCRETE CUTTING INC	Summarized transactions: 1	350.00
347	MN PIPE & EQUIPMENT	Summarized transactions: 3	346.85
348	FLEETPRIDE INC	Summarized transactions: 2	346.79
349	STEVE BENNING ELECTRIC	Summarized transactions: 2	343.26
350	AUTOMATIONDIRECT.COM	Summarized transactions: 1	343.00
351	CROWN LIFT TRUCKS	Summarized transactions: 2	327.22
352	CENTURYLINK	Summarized transactions: 1	325.95
353	AUTO ACCESSORY DISTRIBUTING I	Summarized transactions: 2	322.90
354	NU-TELECOM dba	Summarized transactions: 4	306.57
355	MIDWEST LEAK DETECTION INC	Summarized transactions: 1	300.00
356	CLEMENTS CHEV-CAD-GEO-SUB	Summarized transactions: 2	286.35
357	ENERGY ONE ELECTRONICS INC	Summarized transactions: 2	272.53
358	POSSABILITIES OF SOUTHERN MN	Summarized transactions: 1	266.00
359	HANSON PATRICIA S	Summarized transactions: 2	260.00
360	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 3	247.48
361	ROCH FORD TOYOTA	Summarized transactions: 1	240.29
362	GREAT RIVER ENERGY	Summarized transactions: 2	239.74
363	EAST CENTRAL ENERGY	Summarized transactions: 1	231.09
364	JOHN HENRY FOSTER MN INC	Summarized transactions: 2	230.18
365	KULLOT TRAILER PARTS & SERVIC	Summarized transactions: 2	230.16
366	AIR COMPRESSOR AND PUMP PARTS	Summarized transactions: 2	224.21
367	BATTERIES PLUS	Summarized transactions: 2	217.88
368	H2O INNOVATION USA INC (P)	Summarized transactions: 3	216.96
369	INCOM DIRECT	Summarized transactions: 2	213.88
370	CITRIX ONLINE LLC	Summarized transactions: 1	208.41

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## ROCHESTER PUBLIC UTILITIES

### A/P Board Listing By Dollar Range

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371	VANCO SERVICES LLC	Summarized transactions: 1	206.00
372	HEROLD FLAGS	Summarized transactions: 2	205.20
373	CITY OF ROCHESTER	Summarized transactions: 1	203.00
374	CANADIAN PACIFIC RAILWAY	Summarized transactions: 1	200.00
375	GUTHRIE SCOTT	Summarized transactions: 4	187.84
376	HI LINE UTILITY SUPPLY CO (P)	Summarized transactions: 1	187.20
377	C & N UPHOLSTERY	Summarized transactions: 2	185.00
378	ALLIED ELECTRONICS INC	Summarized transactions: 2	184.02
379	MANSFIELD OIL COMPANY	Summarized transactions: 1	183.73
380	AMER WATER WORKS ASSN	Summarized transactions: 1	183.00
381	WRIGHTS SMALL ENGINE SERVICE	Summarized transactions: 3	182.88
382	HUMPHREY STEPHANIE	Summarized transactions: 1	182.00
383	THOMAS TOOL & SUPPLY INC	Summarized transactions: 2	181.68
384	AIRGAS USA LLC	Summarized transactions: 3	175.76
385	MAJERUS WILLIAM	Summarized transactions: 4	174.40
386	SAFELITE FULFILLMENT INC	Summarized transactions: 2	174.17
387	PAPER & GRAPHICS INC	Summarized transactions: 1	169.76
388	BLACKBURN MANUFACTURING CO	Summarized transactions: 2	168.60
389	MENARDS ROCHESTER NORTH	Summarized transactions: 1	168.59
390	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 2	164.51
391	PROCESS ENGINEERING INC	Summarized transactions: 1	161.25
392	SHERWIN WILLIAMS CO	Summarized transactions: 2	159.05
393	PRATT & WHITNEY POWER SYSTEMS	Summarized transactions: 1	155.69
394	STURM DANNY K	Summarized transactions: 4	155.48
395	INGERSOLL RAND COMPANY	Summarized transactions: 2	153.92
396	OLM COUNTY PROPERTY RECORDS	Summarized transactions: 4	152.00
397	WIDSETH SMITH NOTLING & ASSOC	Summarized transactions: 1	151.50
398	KOTSCHIEVAR MARK	Summarized transactions: 2	142.96
399	CULLIGAN OF ROCHESTER INC	Summarized transactions: 2	140.70
400	AFFILIATED CREDIT SERVICES IN	Summarized transactions: 1	138.37
401	ZIEGLER INC	Summarized transactions: 1	137.73
402	JOHNSON PRINTING CO INC	Summarized transactions: 1	136.00
403	DOBLE ENGINEERING COMPANY	Summarized transactions: 2	134.68
404	R D O - POWERPLAN OIB	Summarized transactions: 1	132.86
405	CORPORATE WEB SERVICES INC	Summarized transactions: 1	125.00
406	USA BLUE BOOK	Summarized transactions: 3	122.68
407	JOHNSON PRINTING CO INC	Summarized transactions: 2	115.43
408	LANGUAGE LINE SERVICES INC	Summarized transactions: 2	115.27
409	ALLIED ELECTRONICS INC	Summarized transactions: 2	114.92
410	MILESTONE MATERIALS	Summarized transactions: 1	113.04
411	GILLUND ENTERPRISES	Summarized transactions: 2	110.59
412	LEAGUE OF MN CITIES INS TRUST	Summarized transactions: 1	110.00
413	SEMA	Summarized transactions: 1	109.86
414	ALS LABORATORY GROUP TRIBOLOG	Summarized transactions: 1	107.50
415	LOCATORS AND SUPPLIES	Summarized transactions: 3	106.98
416	NORTH AMERICAN ELECTRIC RELIA	Summarized transactions: 1	106.14
417	T E C INDUSTRIAL INC	Summarized transactions: 1	101.25
418	AUSTIN UTILITIES	Summarized transactions: 3	100.00
419	DEX MEDIA	Summarized transactions: 1	99.00
420	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 2	95.30
421	DONAHUE DEBRA	Summarized transactions: 2	95.23
422	CEMSTONE	Summarized transactions: 3	87.80
423	SLEEPY EYE TELEPHONE CO	Summarized transactions: 1	84.76

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## ROCHESTER PUBLIC UTILITIES

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424	McGRANN SHEA CARNIVAL STRAUGH	Summarized transactions: 1	81.25
425	CRESCENT ELECTRIC SUPPLY CO	Summarized transactions: 2	78.50
426	EMEDCO INC	Summarized transactions: 2	74.14
427	AFFILIATED GROUP INC	Summarized transactions: 1	66.30
428	FIRST SUPPLY (P)	Summarized transactions: 1	56.88
429	A T & T	Summarized transactions: 2	49.41
430	BROCK WHITE COMPANY LLC	Summarized transactions: 1	44.52
431	MENARDS ROCHESTER NORTH	Summarized transactions: 2	42.15
432	HY VEE	Summarized transactions: 4	40.39
433	ON SITE SANITATION INC	Summarized transactions: 1	40.22
434	BECKLEYS OFFICE PRODUCTS INC	Summarized transactions: 1	39.54
435	D P C INDUSTRIES INC	Summarized transactions: 1	36.90
436	RONCO ENGINEERING SALES INC	Summarized transactions: 1	34.72
437	MN DEPT OF NATURAL RESOURCES	Summarized transactions: 1	33.00
438	FASTENAL COMPANY	Summarized transactions: 1	30.91
439	LOGANS TREE SERVICE & RECYCLI	Summarized transactions: 1	30.00
440	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 1	28.93
441	OLM COUNTY CENTRAL FINANCE	Summarized transactions: 1	28.80
442	KRUSE LUMBER	Summarized transactions: 2	28.42
443	ABILITY BUILDING CENTER INC	Summarized transactions: 3	27.79
444	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 1	25.85
445	NAPA AUTO PARTS (P)	Summarized transactions: 1	22.10
446	OLM COUNTY AUDITOR/TREASURER	Summarized transactions: 1	21.20
447	DOUBLETREE HOTEL - BGDS HOTEL	Summarized transactions: 1	20.00
448	MENARDS ROCHESTER SOUTH	Summarized transactions: 1	19.14
449	BOWMANS SAFE & LOCK SHOP LTD	Summarized transactions: 1	15.76
450	ARROW ACE HARDWARE-ST PETER	Summarized transactions: 1	14.97
451	ENERGY ONE ELECTRONICS INC	Summarized transactions: 1	14.93
452	SPECIALTY TURF & AG INC	Summarized transactions: 2	11.67
453	SANDERS GREG	Summarized transactions: 1	11.00
454	ARROW ACE HARDWARE-ST PETER	Summarized transactions: 1	9.61
455	SHERWIN WILLIAMS CO	Summarized transactions: 1	7.98
456	HY VEE	Summarized transactions: 2	3.61
457			
458		<b>Price Range Total:</b>	<b>190,962.45</b>
459			
460			
461	<b><u>Grand Total:</u></b>		<b>\$ 12,413,729.88</b>

Attachment: AP Board 09 2014 (2748 : Accounts Payable- September 2014)

## FOR BOARD ACTION

Agenda Item # (ID # 2776)

Meeting Date: 9/30/2014

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**SUBJECT: Professional Services for CRM and MRS Projects**

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**PREPARED BY: Don Coldiron**

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Professional Services for CRM and MRS Projects

ITEM DESCRIPTION:

Last month staff presented to the Board the proposed plan for SAP projects in 2015. These projects are the result of the SAP Value Engineering study completed early this year and reported to the Board in May. Included in the proposed plan are the Customer Relationship Management (CRM) project and the Multiple Resource Scheduler (MRS) project.

Staff is now ready to proceed with the procurement process for CRM/DSM and MRS/MWM. Due to the complexity and scope of these two projects, RPU will require professional services from Sure Power Consulting that will be responsible for assessing RPU's needs and requirements, addressing the unknowns, RFP development, contract negotiation support, and oversight of the Systems Integration (SI) during the implementation of both projects.

These services will be performed in two phases; phase one, all work required leading up to the start of implementation and phase two, all work required from the start of implementation through "go-live" support. Activities of phase one are expected to begin in November 2014 and continue through May-June 2015. Prior to completion of phase one, staff will return to the Board with a second proposal for the phase two services along with approval requests for the Systems Integrator (SI) and software purchases.

Attached is a Statement of Work (SOW) from Sure Power Consulting to perform the requested services for phase one. They have estimated 90 days to complete the work at a cost of up to \$186,000.

UTILITY BOARD ACTION REQUESTED:

Staff recommends that the Utility Board approve the execution of the Contract Agreement and Statement of Work (SOW) with Sure Power Consulting to provide the professional services as outlined

## FOR BOARD ACTION

**Agenda Item # (ID # 2776)**

**Meeting Date: 9/30/2014**

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in the SOW. The authorized not to exceed amount of this agreement will be \$186,000. This amount is included in the 2014 Board approved budget.

The Contract Agreement for the SOW has been reviewed by the City Attorney.



STATE OF GEORGIA  
COUNTY OF FULTON

**CONTRACT BETWEEN  
Sure Power Consulting LLC  
AND  
Rochester Public Utilities**

THIS AGREEMENT is made this 28<sup>th</sup> day of August, 2014 (hereinafter referred to as the "Effective Date"), by and between Sure Power Consulting, LLC, a Limited Liability Corporation organized and existing under the laws of the State of Georgia and having a principal place of business at 925 North Point Parkway, Suite 140, Alpharetta, GA 30005 (hereinafter referred to as "Sure Power"), and the City of Rochester, Minnesota, a Minnesota municipal corporation, acting through its Public Utility Board (hereinafter referred to as "Company").

WITNESSETH:

WHEREAS, Sure Power is engaged in the business, among other things, of providing professional consulting services; and

WHEREAS, Company is desirous of receiving Sure Power's technical assistance, support and/or know-how to perform the Work for the Company's Customers; and

WHEREAS, Sure Power is desirous of providing such technical assistance, support and/or know-how to Company; and

WHEREAS, the parties hereto deem it to be in their best interests to set forth in writing the terms and conditions under which said agreement is to be made;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties contained herein, the parties agree as follows:

**SECTION I: Scope of Work.**

All work undertaken by Sure Power under this Agreement will be for a specific project requiring utility consulting services and will be described and documented in a work order in the form of an Exhibit, which must be approved by the Company and Customer prior to beginning work.

**SECTION II: Period of Performance.**

Sure Power's engagement pursuant to this contract shall remain in place, unless upon Company's notification to Sure Power that the services of Sure Power are no longer required or requested; at such time, Sure Power's engagement pursuant to this this agreement shall terminate immediately.

**SECTION III: Independent Company Status.**

It is the intention, understanding and agreement of Sure Power and Company that Sure Power shall exercise no control over the activities or operations of Company. Sure Power shall not be responsible for the debts, liabilities or obligations of Company or its business. Company is not authorized to incur debts or obligations on behalf of Sure Power. Company shall not execute documents in the name of Sure Power or on behalf of Sure Power. Company shall not be entitled to any employee benefits of Sure Power.



Sure Power agrees that all fees paid to Sure Power under this Agreement shall not constitute salary or wages from employment. Sure Power acknowledges that Company shall not be responsible for making any withholdings of income or employment taxes or paying employment taxes or other taxes in connection with any fees paid under this Agreement. Both parties to this agreement shall be responsible for paying their respective income taxes, paying their respective self-employment taxes, and filing all appropriate state and federal tax returns in respect of all fees paid to them under this Agreement.

#### **SECTION IV: Trade Secrets and Proprietary Information.**

At all times during and after the term of this Agreement, Company agrees to keep secret and confidential all information obtained regarding the processes and methods involved in Sure Power's methods and systems. In addition to the provisions set forth in Exhibit A to this agreement, Protection of Confidential Information, Company shall not divulge, discuss nor reveal such information to any person, corporation, association or other entity, except as solely required to perform services pursuant to this Agreement. In kind, Sure Power agrees to keep secret and confidential all information obtained regarding the processes and methods involved in Company's methods and systems. Sure Power shall not divulge, discuss nor reveal such information to any person, corporation, association or other entity, except as solely required to perform services pursuant to this Agreement

(a) Definition. As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary or secret nature which is or may be either applicable to, or related in any way to (i) the business, present or future, of Sure Power, Company or Customer, or (ii) the research and development or investigations of Sure Power or Company. Proprietary information includes trade secrets, processes, formulas, data, know-how, improvements, inventions, techniques, marketing plans and strategies, customer lists and customer contacts, and other information concerning customers or vendors not known to the public generally. Information is of a confidential, proprietary or secret nature if it is designated or treated as such by Sure Power, Company or Customer and is otherwise not known to the public generally.

(b) Proprietary Information to be kept in Confidence. Both parties acknowledges that Proprietary Information is a special, valuable and unique asset and both parties agree at all times during the period of Company engagement pursuant to this Agreement with Sure Power and during the Period of Restriction (for purposes of this agreement the term "Period of Restriction" means 2 years immediately following the termination of Company engagement pursuant to this agreement) to keep in confidence and trust all Proprietary Information. Both parties agree that during the period of Company engagement pursuant to this Agreement and during the Period of Restriction a party will not directly or indirectly use the Proprietary Information other than in the course of performing duties subject to this agreement, nor will a party directly or indirectly disclose any Proprietary Information to any person or entity, except in the course of performing duties subject to this agreement and with the consent of the disclosing party. During such periods, each party will abide by policies and regulations, as established from time to time, for the protection of its Proprietary Information.

(c) Proprietary Information Constituting Trade Secrets. Company further agrees that during the term of this Agreement and thereafter until such Proprietary Information becomes generally available to the public by independent discovery or development through no fault of Company, it will not, directly or indirectly, (i) use any Proprietary Information which constitutes a trade secret of Sure Power other than in the course of performing duties subject to this agreement with Sure Power, or (ii) disclose any Proprietary Information which constitutes a trade secret of Sure Power to any person or entity. In kind, Sure Power agrees that during the term of this Agreement and thereafter until such Proprietary Information becomes generally available to the public by independent discovery or development through no fault of Company, it will not, directly or indirectly, (i) use any Proprietary Information which constitutes a trade secret of Company other than in the course of performing duties subject to this agreement with Company, or (ii) disclose any Proprietary Information which constitutes a trade secret of Company to any person or entity.





(d) Return of Materials at Termination. In the event of any termination of Company engagement pursuant to this Agreement, whether or not for cause, Company will promptly deliver to Sure Power, and Sure Power will promptly deliver to Company, all documents, data, records and other information pertaining to its duties subject to this agreement, and both parties shall not take any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information of the other.

(e) Confidential Information of Others. Company does not have in its possession any confidential information or documents belonging to others, and will not use, disclose to Sure Power or induce Sure Power to use any such information or documents. Company represents and warrants that this Agreement with Sure Power will not require it to violate any obligation to or confidence with another.

#### **SECTION V: Invoicing and Payment.**

Sure Power will keep a complete and accurate record of all hours worked and the progress made on work orders under this Agreement. The rate that Company will pay Sure Power will be specified in each specific work order. Company will pay for all hours actually worked by Sure Power performing services specified in work orders approved by the Customer. All invoices submitted for payment by Sure Power will, when feasible, be accompanied by Customer approved time sheets. Sure Power's payment terms will be **Net 30 upon receipt of invoice**.

#### **SECTION VI: Other Company Interests.**

Sure Power is free to perform work for other organizations as long as providing such work does not interfere with Sure Power's ability to perform their obligation under this Agreement.

#### **SECTION VIII: Indemnification.**

Company shall indemnify and hold harmless Sure Power for any damages which may result from Company's breach of this agreement. Company further agrees to indemnify and hold harmless Sure Power for any damages which may result from Company's Infringement of any patent or copyright held by Sure Power. Sure Power will indemnify Company, its employees, or agents against any liability that Company, its employees, or agents may incur as a result of this Agreement, including any injuries by a Sure Power employee on Company premises, even if such injury is covered by workers' compensation. In kind, Sure Power shall indemnify and hold harmless Company for any damages which may result from Sure Power's breach of this agreement. Sure Power further agrees to indemnify and hold harmless Company for any damages which may result from Sure Power's Infringement of any patent or copyright held by Company. Excepting Company's sole negligence, Company will not indemnify Sure Power, its employees, or agents against any liability that Sure Power, its employees, or agents may incur as a result of this Agreement.

Sure Power shall defend at its expense any third party notices, allegations, claims, suits or proceedings against the Company, its departments, officers, agents or employees, alleging that the Company's use of Sure Power's services as permitted by this Agreement infringes, violates or misappropriates the Intellectual Property Rights of any third party, and to pay costs and damages finally awarded in any such suit or agreed to by Sure Power in settlement with such third party (including reasonable attorney's fees and expenses) provided that Sure Power is notified promptly in writing of the suit and at Sure Power's request and at its expense is given control of said suit and all requested reasonable assistance for defense of same. Sure Power agrees that it shall not settle any claim unless the Company, its departments, officers, agents or employees are unconditionally released from any liability as part of any settlement.

#### **SECTION IX: Insurance.**

Sure Power shall maintain with responsible insurance carriers (current A.M. Best Co rating of A -, financial category X, or higher) the following insurance and shall not cancel or materially change such insurance during the term of



this Contract without providing notification to Rochester Public Utilities: Employers Liability Insurance along with Workers' Compensation in compliance with applicable State and Federal Laws and Comprehensive General Liability Insurance which shall contain Broad Form, Property Damage, Completed Operations and Independent Contractor's Liability. Contractor shall also obtain Auto Liability and Professional Liability that covers the professional errors and omissions of Contractor and its employees and consultants with both policies covering Personal Injury and Bodily Injury. Absent Workers' Compensation/Employer's Liability (which shall have a \$1,000,000 single limit), all policies shall have combined single limit of \$2,000,000 each occurrence subject to \$5,000,000 annual aggregate. Excepting Workers' Compensation and Employer's Liability, all policies shall include blanket Contractual Liability, and Waiver of Subrogation to Rochester Public Utilities, and excepting Professional Liability, Rochester Public Utilities shall be named as an additional insured. All policies shall be "occurrence" based.

**SECTION X: Compliance with Laws.**

Parties agree they will, at their own costs and expense, comply with all present and future laws regulating the conduct of the contracted services, and that, at their own cost and expense, will procure and keep effective all licenses and permits required by any governmental authority for the operation of the business contemplated herein and will timely pay all taxes, fees and assessments and file all reports, returns and other required documents which may be imposed by any governmental authority.

**SECTION XI: Governing Law.**

This Agreement shall be governed by the laws of the state of Minnesota. Any litigation which may arise as a result of this Agreement shall be brought exclusively in the courts of Olmsted County the state of Minnesota regardless of where the Company's work was performed.

**SECTION XII: Miscellaneous.**

(a) Construction. This Agreement contains the entire agreement between the parties and constitutes the complete and exclusive statement thereof. There are merged herein all prior and collateral matter hereof. Any representation, promise or condition not incorporated herein shall not be binding upon either party. This Agreement supersedes and is in lieu of all previous or existing agreements, memoranda and arrangements between the parties relating to the matters contained herein.

(b) Waiver. The failure of either party to enforce at any time the provisions hereof shall not be construed to be a waiver of such provision nor a waiver of the right of such party thereafter to enforce any such provisions.

(c) Amendments. This Agreement may not be modified or amended except by written agreement executed by both parties and may not be amended orally except as specified herein.

(d) Notices. Any notices required or permitted hereunder shall be effective on the day of delivery to either party at the address set forth below, or at such other address as such party shall specify to the other in a notice given hereunder, and, if sent by registered or certified mail, return receipt requested, such notice shall be deemed to have been delivered to that party to whom such notice was addressed on the third business day after the day on which such notice is mailed to such party at the following address:

Sure Power: Sure Power Consulting LLC  
925 North Point Parkway, Suite 140  
Alpharetta, Georgia 30005

Company: Rochester Public Utilities  
4000 E River Rd  
Rochester, MN 55906



(e) Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement owing to any cause beyond its control, including without limitation, fire, accident, national catastrophe, acts of God, labor disputes, transportation delays, shortages of raw materials or energy or machinery, civil disorders, wars and regulatory or other actions of any instrumentality of any local or state government or the Federal Government.

**SECTION XIII: Remedies.**

a) Specific Performance. Both parties recognize and agree that the ascertainment of damages in the event of a breach of any covenant, promise or obligation contained in this Agreement will be difficult, if not impossible, to determine. Therefore, the parties agree that, in addition to and without limiting any other remedy or right that it may have, both shall have the right to an injunction against the other and its employees, owners, agents, and servants, issued by a court of competent jurisdiction enjoining any such breach having to post bond.

**SECTION XIV: Termination of Agreement.**

Company’s engagement pursuant to this Agreement may be terminated by either party upon written notice to the other party.

**SECTION XV: Signature.**

The following by their signatures warrant that they are duly authorized to bind themselves or their respective organizations to the terms of this Agreement.

**By Sure Power Consulting LLC:**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**CITY OF ROCHESTER**

By: \_\_\_\_\_  
Ardell Brede, Mayor

Attest: \_\_\_\_\_  
Aaron Reeves, City Clerk

Approved  
as to Form: \_\_\_\_\_  
Terry Adkins, City Attorney

**ROCHESTER PUBLIC UTILITIES**

By: \_\_\_\_\_  
Mark Kotschevar, General Manager



## EXHIBIT A PROTECTION OF CONFIDENTIAL INFORMATION

Each party agrees to keep the other party's Confidential Information, as defined below, strictly confidential, and not to appropriate the other party's Confidential Information for its own use or disclose the other party's Confidential Information to anyone other than its employees on a need-to-know basis, and only then if such persons agree to maintain its confidentiality. "Confidential Information" means information not generally known to outside persons, which is proprietary to the party, including trade secret information about processes, methods, products, systems, pricing, technology, prototypes, plans, drawings, designs, configurations, models, samples, blue prints, know-how, business plans, financing, agents, suppliers and customers. All such information about a party will be presumed to be Confidential Information, regardless of whether it is so marked or identified. Notwithstanding the foregoing, the following will not be considered Confidential Information for purposes of this Agreement: (a) any information that a party can demonstrate was in its legitimate possession prior to the time of disclosure by the other party; (b) any information that was in the public domain prior to disclosure by a party to the other party, or that comes into the public domain through no fault of the other party; (c) any information which is disclosed to a party by a third party who has legitimate possession thereof and the right to make such disclosure; and (d) any information that a party is required to disclose by a court, government body or state law. As required by Minnesota Statutes, Section 13.05, subd. 11(a), Consultant agrees to comply with the Minnesota Government Data Practices Act in performing the work covered by this Agreement.

While providing services pursuant to this agreement, Company or Sure Power may disclose certain proprietary, copyrighted, and trade secret information in oral, written, or electronic form relating to the other party's past, present and future research, development, business activities, products, and services, which is confidential ("Confidential Information"). In consideration of such disclosure, Company and Sure Power agree as follows:

1. You will not disclose the Confidential Information in any manner to any third party.
2. You will not copy any Confidential Information for any purpose without express prior written consent.
3. Nothing in this Agreement shall prohibit or limit you from using information you can demonstrate is (i) previously known to you, (ii) independently developed by you, (iii) acquired by you from a third party not under nondisclosure obligations, or (iv) which is or becomes part of the public domain without your breach.
4. Neither part grants license under any trade secrets, copyrights, or other rights by this Agreement or any disclosure of Confidential Information hereunder.
5. You acknowledge that any information regarding the rate(s) or other terms of remuneration agreed upon between Sure Power and Company is Confidential Information for the purposes of this Agreement and you shall not disclose, directly or through another party, any such rate information and other terms of remuneration to any third party.
6. You acknowledge that the Confidential Information disclosed to you hereunder is owned solely by the originating party and that the threatened or actual breach of this Agreement would cause irreparable injury for which monetary damages would be inadequate.
7. The Agreement shall become effective as of the date any Confidential Information is first made available to you and shall survive return of the Confidential Information to Sure Power Consulting or Company.



**EXHIBIT B  
WORK ORDER**

This work order is incorporated into the contract between Sure Power and Company.

**1. SURE POWER CONSULTANTS ASSIGNED TO PERFORM WORK UNDER THIS AGREEMENT:**

Cristian Ruiz\_\_\_\_\_

**2. DESCRIPTION OF WORK TO BE PERFORMED:** CRM assessment, requirements gathering and documentation, blueprinting, RFP documentation, vendor selection.

**3. BILLING RATE**

a. RATE \$205.00

b. PER HOUR

**4. EXPENSES REIMBURSED: Y/N :** See Exhibit C

**5. EXPECTED DURATION:** 90 Days\_\_\_\_\_

**By Sure Power Consulting, LLC**

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**By Company**

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Attachment: Sure Power B2B Agreement\_2014V2 2\_RPU (2776 : Professional Services for CRM and MRS Projects)



**EXHIBIT C**  
**REIMBURSABLE EXPENSES**

Reimbursable Expenses for this project include the following:

Airfare: One Round-trip Economy Flight per Week

Lodging: Actual Expense not to exceed GSA rate of \$108/night + tax

Transportation: Actual Expense To and From Airport

Rental Car  
Or Mileage: Actual Expense for Rental Car

Gas: Actual Expense

Parking: Actual Expense

Tolls: Actual Expense

Per Diem (or)  
Actual Meal  
Expenses: Actual Expense not to exceed GSA rate of \$51

Telephone/  
Cell Phone: N/A

## STATEMENT OF WORK

**Between Sure Power Consulting, LLC and Rochester Public Utilities**

**Project Name: RPU CRM RFP/Vendor Selection**

**Project Date: NOV 2014 – MAY 2015**

This Statement of Work ("SOW") is governed under the Agreement for Consulting Services (the "Agreement") dated August 28, 2014 between Sure Power Consulting, LLC ("SPC") and Rochester Public Utilities ("Client"), and is fully incorporated therein. All terms used in this SOW and not otherwise defined will have the same meaning set forth in the Agreement.

### I. PURPOSE AND SCOPE OF THIS SOW:

This SOW covers RFP development, deployment, and administration services as well as vendor selection and project initiation in support of Rochester Public Utilities' Customer Relationship Management solution project, wherein specified SPC resources will be assigned to provide specified services pursuant to the agreed-to scope as set forth in the Agreement.

This SOW confirms the understanding of the scope, objectives, the Services, Deliverables, work product or other software, or documents, timing, staffing and fees for this SOW.

### II. PARTIES' RESPONSIBILITIES UNDER THIS SOW

In addition to the parties' responsibilities and obligations as set forth in the Agreement, the parties agree as follows:

#### 2.1 Description of Services to be performed by and Responsibilities of Subcontractor:

Sure Power Consulting is a utility industry leader in advising and assisting our clients to envision and formulate their strategic, operational and application plans, evaluate and select enterprise applications and monitor the maturity of their evolving application footprint. Our industry and technology advisors help utilities and IT vendors to identify the most appropriate and comprehensive technology strategy. Sure Power Consultants empower utilities to address their immediate needs while also developing a roadmap for the future.



Our team of uniquely qualified professionals draws from years of industry experience and leverages Sure Power Consulting's proprietary intellectual property and proven methodologies to provide the guidance needed to optimize strategic and operation objectives and minimize risk through informed and timely decisions for critical and complex IT initiatives.

Sure Power Consulting is committed to providing our clients with superior advisement through an objective, vendor-neutral approach and assures complete confidentiality of your sensitive and vital information.

Sure Power Consulting will assist RPU in evaluating and selecting a System Integrator to lead the implementation efforts of the new Customer Relationship Management (CRM) solution. This initiative includes a formal RFP process followed by extensive solution confirmation workshops with the finalists. Sure Power Consulting will also assist RPU in the contract negotiation evaluations which include in-depth analysis of the System Integrator finalists. In addition, Sure Power Consulting will provide project management office services to assist RPU during the implementation efforts.

## **2.2 Responsibilities of SPC and Client:**

Client will be responsible for providing day to day direction to SPC consultants assigned to perform the services described in section 2.1.

Client will provide direction to Sure Power regarding requirements and priorities, objectives, and the key considerations outside of Price, Quality, Reputation, Credentials, References, Resumes of team, etc., in direct support of Implementation Partner selection.

## **2.3 Services, Deliverables, Work Product, Software, Documentation, Developed IP etc.:**

Sure Power Consulting will provide an assessment of RPU's needs, requirements, and wish list in order to adapt/prepare the RFP towards those needs.

Sure Power Consulting will provide a best-practice process for properly managing prospective vendor communication in connection with the RFP.

Sure Power will provide expertise in direct support of vendor selection, onboarding, contract negotiation, and the establishment of scope. This effort will include deliverables such as score cards and various assessment templates.

## Sure Power Consulting, LLC

Sure Power will provide expertise in direct support of a formal and successfully implementation kick-off.

### 2.4 Timing:

The timing of the Services to be provided under this SOW is as follows:

Dates	Event	Expected Days	Onsite
<b>November 3rd, 2014</b>	RFP Release Date	20	N
	<ul style="list-style-type: none"> <li>• Need to assess RPU needs, requirements, and wish list in order to adapt/prepare the RFP towards those needs</li> <li>• May need to create a scale of "must have", "nice to have", and "wish to have"</li> <li>• Need list of requirements and priorities, win theme, objectives, and the key considerations outside of Price, Quality, Reputation, Credentials, References, Resumes of team, etc. to determine what we are looking for in an implementer and what are the "MUST HAVES".               <ul style="list-style-type: none"> <li>○ Consolidation will create a scorecard for each Vendor that will help in selection</li> </ul> </li> </ul>		
<b>November 24, 2014</b>	Deadline for Email Questions	3	N
<b>December 3, 2014</b>	Response to Email Questions Due	3	N
<b>December 12, 2014</b>	Response to RFP Due	3	N
<b>December 19, 2014</b>	Finalists Selected/Schedule On-Site Visits	6	N
<b>January 5 – January 16, 2015</b>	Finalists On-Site Presentations	10	Y
<b>January 21, 2015</b>	Vendor Selection / Commence Contract Negotiation / Finalize Requirements	8	Y
<b>February - March 2015</b>	Finalize Budget / Board & Council Budget Approval	20	Y
<b>April 2015</b>	Kick-Off Meeting	1	Y
<b>May 2015</b>	Implementation Begins	1	Y
	Contingency (20%)	15	
<b>TOTAL DAYS</b>		<b>90</b>	

### III. RESOURCES ASSIGNED TO THIS SOW

#### 3.1 SPC Personnel

The SPC team will consist of the following personnel assigned to provide Services under this SOW:

Consultant: Cristian Ruiz

## Profile:

Cristian has over 15 years of SAP experience with 10 yrs of CRM – through CRM 7.01 EHP3. He has done work with the newest Smart Meter functionality and has spent 12 years in the Utility space. A Functional / Solution Architect on most of his engagements, Cristian has been Integration Lead on multiple projects – including projects in Australia, UK and South America. Along with CRM, he has very strong CR&B experience that includes the architecture and solution design; being in charge of the scope, blueprint workshops and realization of business requirements and solutions; and implemented specific designs for the Residential Utility scenario for both Gas and Electricity products in single and or dual fuel scenarios. Cristian has strong rates / billing experience from several projects, and includes implementing billing services for electricity, gas and water clients with large customer bases with an SAP solution to implement CRM for Utilities ramp-up, SAP CR&B, ISU, BI 7.0 and Solution manager 4.0.

SPC shall provide Client with prompt notice of any personnel change. Upon request, Client may review the qualifications of and approve any replacement personnel.

#### IV. PAYMENT; EXPENSES; AND INVOICES

##### 4.1 Payment Terms:

Except as otherwise agreed to by the parties below, invoices are due in accordance with the Agreement.

##### 4.2 Professional Fees and Expenses:

The fees for Services shall be as set forth in **Schedule B** of this Statement of Work. Approved reimbursable expenses, if allowed, shall be set forth in **Schedule C** of this Statement of Work.

Excess amounts and scope changes (if any) must be agreed to in writing by the parties, in either a new SOW or an amendment to this SOW, and executed by the parties prior to the SPC's performance of any additional Services. If, during the course of SPC's Services, it appears that the nature and scope of services is significantly modified from that which is contemplated in this SOW, SPC will advise Client immediately and will make every reasonable effort to prevent the incursion of unplanned expense.

**V. OTHER TERMS AND CONDITIONS THAT SHALL APPLY TO THIS SOW**

5.1 **Engagement Limitations Applicable to SPC Services.** In addition to the terms set forth in the Agreement, the following special terms and conditions and/or Engagement Limitations shall apply to any assistance provided or Services performed by SPC under this SOW.

*No special terms and/or conditions and/or Engagement Limitations are presently cited.*

**(Signature Page Follows)**

**Sure Power Consulting, LLC**

**IN WITNESS WHEREOF**, the parties to the above referenced Agreement and this SOW have caused this SOW to be executed by their authorized representatives.

**Sure Power Consulting, LLC**

By: \_\_\_\_\_  
Please sign above

Name: \_\_\_\_\_  
Please print your name

Title: \_\_\_\_\_  
Please print your title

Date: \_\_\_\_\_

**Rochester Public Utilities**

**CITY OF ROCHESTER**

By: \_\_\_\_\_  
Ardell Brede, Mayor

Attest: \_\_\_\_\_  
Aaron Reeves, City Clerk

Approved  
as to Form: \_\_\_\_\_  
Terry Adkins, City Attorney

**ROCHESTER PUBLIC UTILITIES**

By: \_\_\_\_\_  
Mark Kotschevar, General Manager

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**SCHEDULE B**
**SUBCONTRACTOR RATES**

<b>Resource Name</b>	<b>Hourly Rate</b>
Cristian Ruiz	\$205 per hour + approved expenses

## SCHEDULE C: REIMBURSABLE EXPENSES

Reimbursable Expenses for personnel assigned under this SOW shall be subject to the following guidelines:

Airfare:	<u>YES</u>
Lodging:	YES – Per GSA Schedule
Transportation:	<u>YES</u>
Rental Car Or Mileage:	<u>YES – to and from Airport at client</u>
Gas:	<u>YES – rental car only</u>
Parking:	<u>YES – at home airport only</u>
Tolls:	<u>YES – incurred only in route to client</u>
Per Diem (or) Actual Meal Expenses:	<u>Actual – Per GSA Schedule</u>
Telephone/ Cell Phone:	<u>NO</u>
Other:	<u>N/A</u>





## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a contract agreement with Sure Power Consulting, LLC and that the Common Council authorize the Mayor and the City Clerk to execute the agreement for

Professional Services to support staff for the CRM and MRS projects.

The amount of the contract agreement to be ONE HUNDRED EIGHTY SIX THOUSAND AND 00/100 DOLLARS (\$186,000.00).

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 30<sup>th</sup> day of September, 2014.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 2761)

Meeting Date: 9/30/2014

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**SUBJECT: Public Power Week October 5-11**

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**PREPARED BY: Tony Benson**

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Public Power Week October 5-11, 2014

ITEM DESCRIPTION:

Rochester Public Utilities (RPU) is celebrating Public Power Week, October 5-11, along with more than 2,000 other community-owned, not-for-profit electric utilities that collectively provide electricity to 47 million Americans.

This is a week to promote the benefits of public power which include: local customer service, excellent reliability, and local employment, a commitment to conservation, local control/decision making and community connections.

- We will be giving away free, energy-efficient compact fluorescent light bulbs (CFL) to customers through a coupon in RPU Plugged In
- Communicating the benefits of public power through a TV and radio spot
- Public power signage up at the RPU service center, Cascade Meadow Wetlands and Environmental Science Center, and on local digital billboards

## FOR BOARD ACTION

Agenda Item # (ID # 2761)

Meeting Date: 9/30/2014



UTILITY BOARD ACTION REQUESTED:

The Board is requested to approve the attached resolution and request that the Mayor and Common Council designate October 5 - 11, 2014, as Public Power Week in Rochester, MN.



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a resolution recognizing:

Public Power Week, October 5-11, 2014

A week-long celebration of Rochester Public Utilities (RPU) Year-round Service to Rochester, MN.

WHEREAS, we, the citizens of Rochester, place high value on local control over community services and therefore have chosen to operate a community owned, locally controlled, not-for-profit electric utility and, as consumers and owners of our electric utility, have a direct say in utility operations and policies;

WHEREAS, Rochester Public Utilities provides our homes, businesses, farms, social service, and local government agencies with reliable, efficient, and cost-effective electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates;

WHEREAS, Rochester Public Utilities is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness;

WHEREAS, Rochester Public Utilities is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment;

NOW, THEREFORE BE IT RESOLVED: that Rochester Public Utilities will continue to work to bring lower-cost, safe, reliable electricity to community homes and businesses just as it has since 1894, the year when the utility was created to serve all the citizens of Rochester; and



BE IT FURTHER RESOLVED: that the week of Oct. 5-11 be designated Public Power Week to recognize Rochester Public Utilities for its contributions to the community and to educate consumer-owners, policy makers, and employees on the benefits of public power;

BE IT FURTHER RESOLVED: that our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power, which is best for consumers, business, the community, and the nation.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 30th day of September, 2014.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 2737)

Meeting Date: 9/30/2014

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**SUBJECT: Financial Operation Authorized Signatures**

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**PREPARED BY: Bryan Blom**

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Financial Operation: Authorized Signatures

ITEM DESCRIPTION:

Financial institutions that are authorized to do business with the City require an approved resolution designating those employees of RPU authorized to conduct financial business for the Utility.

Currently individuals authorized to conduct matters necessary for the financial operation of RPU include:

- Mark Kotschevar
- Bryan Blom
- Tina Livingston
- Judy Anderson

The resolution needs to be updated to include Peter Hogan who joined RPU on September 15th as the Director of Corporate Services thus approving the individuals named below:

- Mark Kotschevar
- Peter Hogan
- Bryan Blom
- Tina Livingston
- Judy Anderson

UTILITY BOARD ACTION REQUESTED:

The Board is requested to approve the attached resolution.



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, that the following person or persons are hereby authorized for and in behalf of the City of Rochester, D/B/A Rochester Public Utilities, to endorse or cause to be endorsed such documents regarding deposits, checks, drafts, investments or any other matter necessary for or pertaining to the financial operation of the Rochester Public Utilities.

Mark Kotschevar

Peter Hogan

Bryan Blom

Tina Livingston

Judy Anderson

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 30th day of September, 2014.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



## FOR BOARD ACTION

Agenda Item # (ID # 2724)

Meeting Date: 9/30/2014

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**SUBJECT: Customer Data Policy**

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**PREPARED BY: Mark Kotschevar**

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Customer Data Policy

ITEM DESCRIPTION:

RPU collects various types of customer data in the normal course of doing business. The use and protection of this data is governed under the Minnesota Government Data Practices Act (MGDPA). Attached is a Customer Data Policy for Board review and consideration. This policy was drafted as part of the process of ensuring compliance with the MGDPA. It outlines what data is collected, how it is used, disclosures allowed under Minnesota law, and controls designed to maintain compliance. The policy has been reviewed by the law firm of McGrann Shea Carnival Straughn & Lamb in addition to the City Attorney to ensure accurate interpretation of the Charter and Statutes.

UTILITY BOARD ACTION REQUESTED:

Management recommends that the Board adopt a motion to approve the Customer Data Policy.

ROCHESTER PUBLIC UTILITIES  
BOARD POLICY STATEMENT

POLICY SUBJECT: Customer Data

POLICY OBJECTIVE:

Rochester Public Utilities (RPU) understands that privacy is important to its customers, and respects customer's privacy concerns. Additionally, RPU is subject to the Minnesota Government Data Practices Act (MGDPA) in the manner in which RPU collects, creates, receives, maintains, or disseminates data. This Policy describes what customer data is collected, how it is used, and how it is maintained under the MGDPA.

POLICY STATEMENT:

**1. Information RPU may collect:**

- a. Contact information (such as name, postal address, email address, phone number, employer, authorized third party representatives)
- b. Personal identification information (such as driver's license number, Social Security number)
- c. Demographic data (such as dwelling size and type, business size and type, owner/tenant, household income)
- d. Service address and dates of service
- e. Information about customers participation in our renewable energy, energy efficiency, or energy conservation programs
- f. Account history (such as disconnection notices issued, disconnection and reconnection dates, payment arrangements, late payment notices)
- g. Account notes detailing interactions with customers via phone, email, fax, and/or social media
- h. Energy and water usage data specific to an account
- i. Customer payment history and details (such as payment amounts and dates, financial account number, routing number, and billing address)
- j. Other information customers may provide us

**2. How RPU uses the information that is collected**

- a. To assist customers in establishing an account with RPU

- b. Provide, bill, and collect for RPU products and services
- c. Communicate with customers, respond to customer questions and comments, and provide customer support
- d. Administer customer participation in events, programs, rebates, surveys, and other offers and promotions
- e. Operate, evaluate, and improve our business, products and services (including developing new products, analyzing our products and services, optimizing our customer experience, managing our distribution system, reducing costs, improving accuracy and reliability, performing accounting, auditing and other internal transactions)
- f. Protect against fraud, unauthorized transactions, claims, and other liabilities

### 3. Information Disclosures

RPU will not disclose information about customers except as described in this policy. Under Minnesota law, data on customers of municipal electric utilities are classified as private data or nonpublic data, but may be released to:

- a. A law enforcement agency that requests access to the data in connection with an investigation;
- b. A school for the purposes of compiling pupil census data
- c. The Metropolitan Council for use in studies or analysis required by law;
- d. A public child support authority for purposes of establishing or enforcing child support; or
- e. A person where use of the data directly advances the general welfare, health, safety of the public

RPU may disclose customer data for one of these purposes provided the City Attorney has reviewed the request and deemed it in compliance with the MGDPA or other applicable law.

RPU and City officials and staff, as well as state agencies such as the Department of Commerce, may reasonably require access to private or confidential data in the course of their work duties or responsibilities.

RPU may also disclose information about customers to service providers who perform services on our behalf, such as companies that assist RPU in providing products and services to customers, billing customers, or processing credit card payments. RPU contractually requires these service providers to comply with the protections of the MGDPA, and limits the access and use of private information to that reasonably necessary to perform specific contracted services.

RPU may disclose aggregated energy and water usage data (without reference to specific customers) to third parties as allowed under the MGDPA.

**4. Data Security**

RPU will maintain administrative, technical, and physical safeguards designed to protect the security and privacy of the information that is maintained about customers. Administrative controls will consist of:

- a. MGDPA compliance training for new employees and annual refresher training for existing employees.
- b. Maintaining a list of recipients of shared data to include the third party receiving the data, frequency, delivery method, and information shared. This list will be audited annually by the City Attorney for compliance with the MGDPA and reviewed with the Board. All new third-party requests for customer data not part of the existing audited list will first be reviewed by the City Attorney’s office for compliance with the MGDPA.
- c. Following procedures for ensuring that private or confidential data are only accessible to persons whose work duties reasonably require access to the data, and that such data is accessed for the purposes described in this policy.

RELEVANT LEGAL AUTHORITY: Minnesota Government Data Practices Act

EFFECTIVE DATE OF POLICY: September 30<sup>th</sup>, 2014

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

Attachment: customer data policy (2724 : Customer Data Policy)



## RESOLUTION

WHEREAS, Rochester Public Utilities collects various types of customer data in the normal course of doing business. The use and protection of this data is governed by the Minnesota Government Data Practices Act (MGDPA).

WHEREAS, Rochester Public Utilities has a well-established practice of protecting its customers' personal information.

WHEREAS a policy has been drafted as part of the process of ensuring compliance with MGDPA and protecting customer personal information. The policy outlines what data is collected, how it is used, disclosures allowed under Minnesota law, and controls designed to maintain compliance.

WHEREAS, the policy is intended to codify Rochester Public Utilities' consistent past practices with respect to customer information, including:

- Requesting customer data only in connection with utility programs and services;
- Not allowing public access to private customer data, and restricting the release of customer data to persons authorized by the customer; staff who reasonably require access to customer data in their work responsibilities; outside vendors who are required to protect the confidentiality of the information; state agencies; collection agencies; and as permitted under Minnesota Statutes, Section 13.685; and
- Allowing a customer to decline to provide private or confidential information, however, Rochester Public Utilities would be unable to provide utility services.

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the management-recommended policy, consistent with Rochester Public Utilities' past practices, for:

### Customer Data Policy

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26th day of August , 2014.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 2765)

Meeting Date: 9/30/2014

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**SUBJECT: Informational: Review of Data Recipients**

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**PREPARED BY: Mark Kotschevar**

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Informational: Review of Data Recipients

ITEM DESCRIPTION:

Attached for Board review is a list of recipients Rochester Public Utilities currently shares data with. As required by the Customer Data Policy this list has been audited by the City Attorney and found to be compliant with the Minnesota Government Data Practices Act

UTILITY BOARD ACTION REQUESTED:

None

	Process	Company/Department	Frequency	Information Shared	Contractor	Purpose
1	Weekly billed consumption	OPOWER	Weekly	names, addresses, consumption, premise info,	x	A residential Conservation Improvement Program (CIP) offered to achieve State mandated conservation goals as set in MN Statute 216.B, the Next Generation Act
2	Newsletter	Bluespire Marketing	Monthly	customer and employee names and addresses	x	RPU's monthly newsletter/magazine mailed directly to the customer
3	Customer survey	QMarketresearch	Quarterly	names and addresses	x	Contracted service for residential customer survey
4	Invoicing	Bill Trust	Daily	names, addresses, accounts, meter reading, usage, past due amounts, billing cycle	x	Contracted service to provide RPU daily billing of customer accounts
5	Balance file	Bill Trust	Daily	names , accounts, balances, every customer, every day	x	Notification of updated account activity for daily invoicing
6	Storm Water Pin and Formula report	RPW	Monthly	accounts, names, addresses, formula values, commercial customers only		Notification of commercial customer information to confirm accuracy of data for commercial storm water billing
7	Residential services billed storm water	RPW	Monthly	account, name, address, residential customers only		Notification of the residential customers who were billed storm water for the month to compare with RPW database
8	Inactive storm water	RPW	Monthly	accounts, premise addresses		Notification to compare addresses that are not billed storm water in RPU data base with RPW database
9	CASS (Coding Accuracy Support System)	LortonData	Quarterly	account number, addresses	x	Information provided to facilitate automation and accuracy of mail process providing RPU with discounted postage.
10	Energy Assistance	Three Rivers Community Action Agency	on request	account number, consumption, billed amount	x	Notification of customer data and disconnect date to provide emergency social services to the customer
11	Disconnections report	Three Rivers Community	daily	account number, name, address, disconnect date	x	Notification of customers scheduled for disconnect to provide emergency social services to the customer
12	Disconnections report	Salvation Army	on request	account number, name, address, disconnect date		Notification of customers scheduled for disconnect to provide emergency social services to the customer
13	Bad debts	Affiliated	on request	account, name, address, dollars	x	Customer information provided to a third party contractor for further collection on inactive accounts
14	Journal Voucher reports	City Finance and IT	Monthly	account, name, address, consumption, dollars, (City's own data)		List of usage and billing statistics on City of Rochester utility accounts. The City Finance Dept initiates payment from this list in lieu of receiving individual bills.
15	City Clerk for Tax Assessment Accounts	City Clerk's office	Twice a year	account, name, address, billed amount		Unpaid amounts on utility accounts are assessed to the property via the property tax statement
16	Top 50 Sewer Accounts	Water Rec	Annual	account, name, address,		Requested report from Water Reclamation Plant which is part of the City Public Works Dept which is responsible for managing the sewer utility
17	Customer data via BI reports	Customer requests their data	on request	name, address, consumption, dollars (their own data)		Information regarding a specific address provided to a customer for their personal use
18	Cost of service study	Consultants, Mark Beach	on request	rate classes, consumption and dollars for key accounts (last run 2014)	x	Summary level data (by customer class) of billed amounts and billing statistics
19	Downtown electric resource planning	Consultants, Power System	on request	account number, name, consumption, rate classes (last run 2014)	x	Summary level data (by customer class) of billed amounts and billing statistics used in consulting study
20	Service territory compensation report	People's Co-op	Monthly	sub-division, premise address, usage		Used to calculate and confirm payment for acquired service territories
22	Commercial rebates	SMMPA	daily	business name, address, rebate program info		SMMPA currently provides the database for tracking RPU's commercial rebate applications.
23	Renewal and Distributed Generation	Depart of Energy Resources	Annual	contract account numbers, premise address, system size		Two required reports from the Department of Energy Resources.
24	Law Enforcement investigation or programs for the safety and welfare of the public	Law Enforcements Agencies	On request / monthly	name, address, phone numbers, move-in date		To aid Law Enforcement in their investigations by providing specific information as requested or data supporting the safety & welfare of the community
25	Largest 10 customers	Department of Commerce	Annual	name, consumption, billed amounts		A report required by the Department of Commerce
	ed flag	Online Exchange	on request	name, address, phone numbers, SSN	x	To verify residential customers' identity through a third party service to ensure compliance with the Fair Credit Reporting Act
	hotovoltaic	Building & Safety	on request	name, address, system info		RPU and Building & Safety share a process to ensure proper structural installation and grid interconnection of PV systems.



28	Housing	Building & Safety	on request	name, address, phone numbers		Information regarding a property provided to ensure the safety and health of residents
29	Animal owners	Animal Control	on request	phone numbers, names (based on security code)		Information regarding a property owner provided to ensure the safety of residents
30	Vulnerable people	Adult and Child Protection	on request	name, address		Information regarding individuals provided to ensure their safety and health
31	Service Assured	3rd party repair services	on request	name, addresses, phone numbers	x	RPU hires 3rd party vendors to complete service repairs
32	Neighborhood Energy Challenge	Ernst & Assc.	on request	name, address, phone number, usage	x	A residential Conservation Improvement Program (CIP) offered to achieve State mandated conservation goals as set in MN Statute 216.B, the Next Generation Act
33	Study for residential high users	Energy Center for Wisconsin	once	name, address, phone number, usage	x	A residential Conservation Improvement Program (CIP) research and grant program to help achieve State mandated conservation goals as set in MN Statute 216.B, the Next Generation Act
34	Door hanger notifications	RPU	on request	various		Providing customers with information on utility related activity

## FOR BOARD ACTION

Agenda Item # (ID # 2594)

Meeting Date: 9/30/2014

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**SUBJECT: Life Support Policy**

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**PREPARED BY: Mary Tompkins**

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Life Support Policy Change Reflecting The August 2014 Minnesota Legislation Revisions

Item Description:

Minnesota Statute 216B.098 Subd. 5 was revised as of August 2014 as it relates to residential customer protections. The RPU Life Support Policy has been modified to reflect the changes and ensure we provide customers the safeguards intended by the law.

The most significant changes include expanding the list of medical providers able to provide certification, eliminating defined medical conditions, reducing the varying 12/6/3 month expirations, and creating an opportunity for arrearage forgiveness.

The proposed policy has been reviewed by the City Attorney.

Utility Board Action Requested:

The Board is requested to replace the existing policy with the revised Life Support Policy, Customer Application and the Medical Certification Form.

ROCHESTER PUBLIC UTILITIES  
BOARD POLICY STATEMENT

POLICY SUBJECT: Life Support

POLICY OBJECTIVE:

The purpose of this policy is to define the Life Support Program, a means for identifying life support customers, and outline the responsibilities of the customer and Rochester Public Utilities (RPU).

POLICY STATEMENT:

1. One of RPU's Core Values is to Protect Every Individual. This includes customers who rely on medically necessary equipment to survive. Electric service is critical to these customers and any disruption of service regardless of how short, may threaten their health or safety.
2. RPU, as required by Minnesota Statute 216B.098, will provide electricity to customers with medically necessary equipment. To be recognized as a RPU Life Support account, the customer must complete the Life Support Program Application and have their licensed medical doctor, licensed physician assistant, advanced practice registered nurse, or a registered nurse (but only to the extent of verifying the current diagnosis made by a licensed medical doctor) complete the Life Support Medical Certification Form.
3. Through RPU's program management:
  - a. RPU will provide program information to medical suppliers and local medical centers so that they may share the information with their customers. Application forms will be provided to make the process easier for the customers.
  - b. The Life Support Medical Certification Form must be submitted on an annual basis to continue participation in the life support program. Upon receiving completed forms confirmation may be required
  - c. RPU will verify that the customer no longer requires medically necessary equipment if the form is not resubmitted by the anniversary date.
  - d. RPU will rely on the advice of the medical personnel to determine what constitutes medically necessary equipment.
  - e. A customer whose account is in arrears must contact RPU and enter into a payment arrangement. The arrangement must consider the customer's financial circumstances and if there are extenuating circumstances. Life support customers will be offered information on automatic payment plans and the option to provide third party contact information. If payments are

not made, an RPU representative will contact the customer to discuss an arrangement.

EFFECTIVE DATE OF POLICY:

DATE OF POLICY REVIEW:

POLICY APPROVAL:

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date



**ROCHESTER PUBLIC UTILITIES  
APPLICATION FOR LIFE SUPPORT PROGRAM**

To be completed by the customer  
(Please print or type all information)

Name: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

Work Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Service Address: \_\_\_\_\_ Apt # \_\_\_\_\_

RPU Contract Account Number: 3 0 0 0 0 0 \_ \_ \_ \_ \_

**Please read the following and initial each one:**

\_\_\_ I certify that the individual named is a member of the household residing at this address.

\_\_\_ I understand this certificate must be completed and submitted to RPU annually to continue participation in the program.

\_\_\_ I understand that this does not release me from my obligations to pay my RPU bill in accordance with their standard payment terms.

\_\_\_ I understand that participation in this program is not a guarantee of service.

\_\_\_ I understand that a licensed medical doctor, licensed physician assistant, advanced practical registered nurse, or registered nurse (but only to the extent of verifying the current diagnosis by a licensed medical doctor) must complete, sign, and submit RPU’s Medical Certification Form to validate this application request.

\_\_\_ I understand that this Application and the Medical Certification Form may be returned from the office of the health care provider.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN THE COMPLETED AND SIGNED FORM TO:**

**E Mail:** [CustomerServiceReps@rpu.org](mailto:CustomerServiceReps@rpu.org)

**Mail:** RPU  
Attention: Customer Services  
4000 E River Road NE  
Rochester MN 55906

Attachment: Application form (2594 : Life Support Policy)



**ROCHESTER PUBLIC UTILITIES  
MEDICAL CERTIFICATION FORM**

(Please print or type all information)

*This form certifies that the named patient is presently using electrically powered medically necessary equipment.*

**Patient's Name:** \_\_\_\_\_

**Medically Necessary Equipment Required:**

- Feeding (Pump) Machine       Infant Apnea Monitor       Ventilator/Respirator
- Oxygen       Heart Monitor       Home Dialysis Treatment
- Other

**Can the equipment be operated by an auxiliary source such as a battery back-up?**

- Yes       No

**I hereby certify that the patient named requires the use of the medically necessary equipment identified above.**

**Name:** \_\_\_\_\_

**Licensed medical doctor, licensed physician assistant, advanced practice registered nurse, or a registered nurse (but only to the extent of verifying the current diagnosis made by a licensed doctor).**

**Signature:** \_\_\_\_\_

**Medical Facility:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**PLEASE RETURN THE COMPLETED AND SIGNED FORM TO:**

**E Mail:** [CustomerServiceReps@rpu.org](mailto:CustomerServiceReps@rpu.org)  
**Fax:** 507.280.1642  
**Mail:** Rochester Public Utilities  
 Attention: Customer Services  
 4000 E River Road NE  
 Rochester MN 55906

Attachment: Medical Certification Form (2594 : Life Support Policy)



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve and replace the existing Life Support Board Policy, Customer Application and Medical Consent Form, reflecting the August 2014 Minnesota Legislation revisions as follows:

Minnesota Statute 216B.098 Subd. 5 was revised as of August 2014 as it relates to residential customer protections. The RPU Life Support Policy has been modified to reflect the changes and ensure we provide customers the safeguards intended by the law.

The most significant changes include expanding the list of medical providers able to provide certification, eliminating defined medical conditions, reducing the varying 12/6/3 month expirations, and creating an opportunity for arrearage forgiveness.

The proposed policy has been reviewed by the City Attorney.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26th day of August, 2014.

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President

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Secretary



## FOR BOARD ACTION

Agenda Item # (ID # 2407)

Meeting Date: 9/30/2014

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**SUBJECT: Board Meeting Schedule 2015**

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**PREPARED BY: Lisa Stellmaker**

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Board Meeting Schedule 2015

Attached for your information and review is the proposed 2015 Utility Board Schedule. It accommodates budget review beginning in October as well as the holiday season.

Management recommends that the Board approve the meeting schedule and direct staff to post on RPU's Web site and the City Calendar for the public.



## UTILITY BOARD MEETING DATES FOR 2015

January 27

February 24

March 31

April 28

May 26

June 30

July 28

August 25

September 29

October 27

November 10

November 24

December 15

Utility Board meetings are regularly scheduled on the last Tuesday of the month (see calendar for exceptions) at 4:00 p.m. at the RPU Service Center (see address below). Special meetings are scheduled as needed. Call 280-1540 to confirm.